
JACKSONVILLE HOUSING AUTHORITY



Administrative Plan

Housing Assistance Division

Effective October 1, 2018

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SECTION I – STATEMENT OF POLICIES AND OBJECTIVES

A. Purpose of the Plan

The purpose of the Administrative Plan is to establish policies for items that are not clearly defined under federal regulation for the Section 8 Existing Housing Assistance Payments Certificate, Housing Voucher Programs, Project Based Certificate, and Single Room Occupancy for the Homeless, Moderate Rehabilitation, and the Family Self Sufficiency Programs.

This Plan covers both admission and continued participation in these programs. Policies are the same for all programs, unless otherwise noted.

Changes to the Plan will be approved by the board of directors of the Jacksonville Housing Authority (JHA) and reviewed by the Department of Housing and Urban Development (HUD).

The JHA is responsible for complying with all subsequent changes in HUD regulations pertaining to these programs. If such changes conflict with this Plan, HUD regulations will have precedence.

Although the Family Self Sufficiency Action Plan is not physically attached to the JHA Administrative Plan, the provisions contained therein are incorporated herein by reference. JHA will be bound by the provisions contained in the Family Self Sufficiency Action Plan. Copies of the Family Self Sufficiency Action Plan may be obtained upon request.

Although the Section 8 Housing Choice Voucher (HCV) Homeownership Action Plan is not physically attached to the JHA Administrative Plan, the provisions contained therein are incorporated herein by reference. JHA will be bound by the provisions contained in the Section 8 (HCV) Homeownership Action Plan. Copies of the Section 8 (HCV) Homeownership Action Plan may be obtained upon request.

B. Objectives

The programs objectives are to provide rental assistance to eligible low-income families, provide safe, decent and sanitary housing to low income families; and to maintain and improve the housing stock in the Jacksonville Metropolitan Statistical Area as defined by federal HUD. The economic situation of low-income families is improved when participating in the rental assistance programs. All families served by the programs will reside in housing units that meet both the Housing Quality Standards as defined by Federal law and the Jacksonville's Housing Codes.

C. Outreach

The Jacksonville Housing Authority (referred to in this document as "housing authority", "agency", "Housing Assistance Division" or "JHA") will make an affirmative effort to make the Section 8 program known to potential applicants, owners and selected individuals, as identified in this document.

JHA shall make known to the public through publication in a newspaper of general circulation as well as through minority media and other suitable means, the availability and nature of housing assistance for extremely low income and low-income families. The housing authority will advertise the opening of the waiting list in the various newspapers and minority media as well as notify social service agencies of the opening and closing dates for applications. Applications may be made

available at social service centers located in areas that would make it easier for all potential applicants to apply.

The agency will market the programs to owners and property managers by attending real estate association meetings, by hosting property owner/manager workshops and by forming partnerships with real estate groups. The agency will also partner with groups who also network with property owners and managers to ensure that potential landlords are reasonably knowledgeable about the Section 8 programs.

The housing authority has pamphlets and handouts available to prospective families and owners/agents that explain the various Section 8 programs. The Housing Assistance Division (HAD) allows local owners/agents to list available units for the benefit of participating families and the general public. The housing authority staff conducts speeches and presentations to local groups to explain the programs offered by the agency.

The JHA shall identify the census tracts, which are low minority and low poverty, utilizing the most current U.S. Census Bureau reports. Owners in those areas shall be contacted and presentations shall be conducted regarding the Section 8 program to encourage participation outside areas of poverty and minority concentration.

Single Room Occupancy Program (SRO)

Special Procedures for the Moderate Rehabilitation Single Room Occupancy Program for Homeless Individuals:

Tenant Outreach

The owner must identify the procedures that he or she intends to use to reach homeless individuals of all races, colors, religion, sex, age, national origin and those with mental, developmental or physical disabilities who may qualify for admission to the program.

Temporary Relocation and Displacement

During the rehab process, if applicable, the owner must secure adequately sized decent, safe, and sanitary housing for families being displaced during the entire period of temporary displacement. The JHA will ensure the owners compliance with the requirements of the SRO program with regard to temporary relocations and permanent displacements and will monitor compliance with these requirements.

Monitoring Supportive Services

The provider is required to specify and describe in their proposals the supportive services they will provide to homeless clients. The provider's performance in this area will be monitored by the JHA as part of its ongoing review and supervision.

Shelter Plus Care

Shall be managed by the JHA, with a maximum of twenty- two (22) units. Rental assistance shall be matched with supportive services from a third party. The participation in this program is limited to the chronically homeless with chronic mental illness. These applicants/participants will not be included in the waiting list.

Shelter Plus Care Denial or Termination of Assistance

All participants under the Shelter Plus Care program shall have access to the Hearing procedures as outlined:

The housing authority may deny or terminate assistance for the following reasons:

- Families who have committed program abuse or fraud in any federal housing assistance program (this assumes that program abuse or fraud is substantiated and that a Repayment Agreement was not entered into);
- Families who are in default of an executed Repayment Agreement; these families may be allowed to remain in the program until a recertification, but would not be allowed to move until the debt is paid in full;
- Families whose Total Tenant Payment is sufficient to pay the full gross rent and 180 days have elapsed since the last HAP payment;
- Failure by the family to supply any information requested by the JHA or HUD for use in a regularly scheduled reexamination or interim reexamination of the family income and composition in accordance with HUD requirements;
- If a family breaches a repayment agreement to repay funds to the agency;
- When an arrest has resulted in a conviction due to criminal or drug related activity by any family member or guests;
- Have any household member who has ever been convicted of drug-related criminal activity for methamphetamine production on the premises of federally assisted housing is permanently barred from housing assistance. If any household member has been convicted of drug-related criminal activity for methamphetamine production anywhere other than federally assisted housing, they will be denied assistance for ten (10) years from the incarceration release date.
- Have any household member who is subject to a lifetime registration requirement under any state or national sex offender registration program is denied participation in any housing assistance program. If any household member is subject to a less than lifetime registration requirement under any state or national sex offender registration program they will be denied assistance for ten (10) years from the date of conviction. The JHA may notify residents of the registered sex offender.
- Families who violate the family obligations.

If the housing authority refuses the resident continued assistance, the resident must be notified in writing and offered an opportunity for an informal hearing. The hearing would take place prior to the termination of assistance.

Whenever the housing authority terminates assistance to the family, the housing authority must give both the family and owner a full thirty (30) day written notice, which states:

- The reasons for the termination
- The effective date of the termination
- The family's right to request an informal hearing
- The household's responsibility to pay rent to the owner if it remains in occupancy

Termination for Drug Related or Criminal Activity

If it has been determined that drug related or criminal activity is cause for termination of assistance, and the family has requested a hearing, the Hearing Officer may consider the following to determine whether or not to reinstate the assistance:

The family member who is responsible for the drug related or criminal offense can be removed from the household with assurances to the agency they will not be allowed to return. The remaining household members may continue to receive assistance. The agency may require documentation that the removed member is housed elsewhere (copy of lease, change of address notification, rehab residency, jail, etc.).

If it is the head of household to be removed to allow continued assistance, the head may elect to give up rights to the assistance to leave it with the household as long as there is another adult family member in the household who was on the lease at the time of termination.

If a guest or visitor to the household or premises is the offender, and the Hearing Officer determines the participant innocent of responsibility, notification will be made to the owner/manager and the participant file. A second circumstance involving guests or visitors will be cause for family termination with no further exception or consideration.

If a family member is removed from the household and that causes a bedroom size reduction, the family will be required to move to a unit of the proper bedroom size within the applicable program they are under, giving proper notice to the owner. (During the initial term of the lease, the bedroom size reduction shall be made on the anniversary date of the lease.)

D. Reasonable Accommodation

The Jacksonville Housing Authority will seek to identify and eliminate situations or procedures which create a barrier to equal housing opportunity for all. In accordance with Section 504, the Fair Housing Act and the Americans with Disabilities Act, the housing authority will make such physical or procedural changes as will reasonably accommodate people with disabilities. There is a separate section of this Plan relating to specific policies for compliance.

The housing authority certifies that it will comply with equal opportunity regulations and requirements as required by Federal law.

E. Language Assistance Plan (LAP)

Although the Language Assistance Plan is not physically attached to the JHA Administrative Plan, the provisions contained therein are incorporated herein by reference. JHA will be bound by the provisions contained in the Language Assistance Plan. Copies of the LAP may be obtained upon request.

F. Domestic Violence Policy

The Jacksonville Housing Authority is committed to ensuring that residents are safe in subsidized housing. It is the intent of JHA to assist families who are victims of domestic violence to maintain their safety while residing in subsidized housing.

Any resident who believes that he or she is a victim of domestic violence, dating violence, sexual assault, or stalking is strongly encouraged to report any incidents of such violence or stalking to his or her respective caseworker, and submit a confidential form describing such violence. In accordance with the Violence Against Women Act, JHA will not mail such forms in order to protect the privacy of the victim.

Pursuant to the Violence Against Women Act, JHA agrees that the following policies will guide its actions.

The JHA will not deny admission to a person, or terminate benefits to a participant, based solely upon a person's status as a victim of domestic violence, dating violence, sexual assault, or stalking.

Victims of domestic violence, dating violence, sexual assault, or stalking are entitled to an exemption from the “one strike” criminal eviction rule in that an incident of actual or threatened victim of domestic violence, dating violence, sexual assault, or stalking does not qualify as a “serious or repeated lease violation”, or a “good cause” for terminating the housing rights of the victim and non-offending family members.

Additionally, JHA may order the lease bifurcated and terminate the rights of the perpetrator, while allowing the victim and non-offending family members to remain in the unit. If the abuser or perpetrator was the sole tenant to have established eligibility for assistance under the program, JHA must allow the tenant who is or has been a victim and other household members to remain in the unit for at least 90 calendar days from the date of bifurcation of the lease in order to establish eligibility, or until expiration of the lease, in order to or find alternative housing. In removing the abuser or perpetrator from the household, JHA must follow Federal, State, and local eviction procedures. In order to bifurcate the lease, JHA will need documentation or certification of the incidences of domestic violence, dating violence, sexual assault, or stalking. JHA will also continue to consider a victim of domestic violence, dating violence, sexual assault, or stalking as a basis for seeking to relocate.

JHA will also continue to consider a victim of domestic violence, dating violence, sexual assault, or stalking as a basis for seeking to relocate.

JHA will comply with VAWA by providing notice (Notice of Occupancy Rights under the Violence Against Women Act; Form HUD-5380) to tenants advising them that: Criminal activity directly relating to a victim of domestic violence, dating violence, sexual assault, or stalking engaged in by a member of a tenant’s household or any guest or other person under the tenant’s control shall not be cause for termination of the tenancy or occupancy rights, if the tenant or an immediate member of the tenant’s family is the victim or threatened victim of domestic violence, dating violence, sexual assault, or stalking; an incident or incidents of actual or threatened victim of domestic violence, dating violence, sexual assault, or stalking will not be construed as a serious or repeated violation of this lease by the victim or threatened victim of that violence and shall not be good cause for terminating the assistance, tenancy, or occupancy rights of the victim of such violence; and that a new confidentiality rules govern the disclosure of information under the law.

If a resident states that he/she is a victim of domestic violence, dating violence, sexual assault, or stalking, or if JHA has cause to believe that an incident in question may have been domestic violence, JHA may request in writing that the individual certify via the Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking, and Alternate Documentation; Form HUD-5382, that the incident or incidents are bona fide incidents which meet the requirements for VAWA protections. JHA staff may confer VAWA benefits without requiring the filling out of the Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking, and Alternate Documentation; Form HUD-5382. JHA will also honor court orders that address the rights of, access to, or control of the property.

CERTIFICATION OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING

The Violence Against Women Act (“VAWA”) protects applicants, tenants, and program participants in certain HUD programs from being evicted, denied housing assistance, or terminated from housing assistance based on acts of domestic violence, dating violence, sexual assault, or stalking against them. Despite the name of this law, VAWA protection is available to victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation.

Use of This Optional Form: If you are seeking VAWA protections from your housing provider, your housing provider may give you a written request that asks you to submit documentation about the incident or incidents of domestic violence, dating violence, sexual assault, or stalking.

In response to this request, you or someone on your behalf may complete this optional form and submit it to your housing provider, or you may submit one of the following types of third-party documentation:

(1) A document signed by you and an employee, agent, or volunteer of a victim service provider, an attorney, or medical professional, or a mental health professional (collectively, “professional”) from whom you have sought assistance relating to domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse. The document must specify, under penalty of perjury, that the professional believes the incident or incidents of domestic violence, dating violence, sexual assault, or stalking occurred and meet the definition of “domestic violence,” “dating violence,” “sexual assault,” or “stalking” in HUD’s regulations at 24 CFR 5.2003.

(2) A record of a Federal, State, tribal, territorial or local law enforcement agency, court, or administrative agency; or

(3) At the discretion of the housing provider, a statement or other evidence provided by the applicant or tenant.

Submission of Documentation: The time period to submit documentation is 14 business days from the date that you receive a written request from your housing provider asking that you provide documentation of the occurrence of domestic violence, dating violence, sexual assault, or stalking. Your housing provider may, but is not required to, extend the time period to submit the documentation, if you request an extension of the time period. If the requested information is not received within 14 business days of when you received the request for the documentation, or any extension of the date provided by your housing provider, your housing provider does not need to grant you any of the VAWA protections. Distribution or issuance of this form does not serve as a written request for certification.

Confidentiality: All information provided to your housing provider concerning the incident(s) of domestic violence, dating violence, sexual assault, or stalking shall be kept confidential and such details shall not be entered into any shared database. Employees of your housing provider are not to have access to these details unless to grant or deny VAWA protections to you, and such employees may not disclose this information to any other entity or individual, except to the extent that disclosure is: (i) consented to by you in writing in a time-limited release; (ii) required for use in an eviction proceeding or hearing regarding termination of assistance; or (iii) otherwise required by applicable law.

SECTION II – ELIGIBILITY FOR ADMISSION

To be eligible for admission, an applicant must meet HUD's criteria for eligibility determination, as well as any additional criteria established by the housing authority.

A. Family Composition

24 CFR 5.403 – (Final Rule Published 02/03/12)

1. Definition of Family

The Jacksonville Housing Authority will provide equal accessibility to all persons meeting the family definition as stated in HUD's Equal Access Rule, See 24 CFR 5.403.

Family includes, but is not limited to, the following, regardless of actual or perceived sexual orientation, gender identity, or marital status:

- Gender identity means actual or perceived gender-related characteristics.
- Sexual orientation means homosexuality, heterosexuality, or bisexuality.

(1) A single person, who may be an elderly person, displaced person, disabled person, near-elderly person, or any other single person; or

(2) A group of persons residing together, and such group includes, but is not limited to:

(i) A family with or without children (a child who is temporarily away from the home because of placement in foster care is considered a member of the family);

(ii) An elderly family;

(iii) A near-elderly family;

(iv) A disabled family;

(v) A displaced family; and

(vi) The remaining member of a tenant family.

Active participants may not house any person who is not on the lease. Only persons deemed family by the definition of HUD may be added to the lease (with special provisions for foster children covered in the Administrative Plan Section V on subsidy standards.) The Head of Household must be at least eighteen (18) years of age to qualify; however, the housing authority may waive the age requirement for minors with hardship problems if the minor has been emancipated by the court or marriage. A pregnant, single household member is considered a family. A doctor's statement confirming pregnancy is required to determine bedroom size eligibility. This family will be considered eligible for a one bedroom unit. If this pregnancy terminates before a certificate/voucher is issued, the applicant will be considered a single person and subject to the elderly/disabled review for selection. If the pregnancy is lost after certificate or voucher issuance, the person is considered a remaining household member. The family is eligible for a zero (0) certificate bedroom or voucher.

- a. If the father of a child(ren) of the household is not married to the mother and not named on the birth certificate, it may be documented as follows:

- A court order of child support
 - A signed acknowledgement of paternity by the father
 - Court papers showing a finding of paternity
- b. Familial relationships certification will normally be considered sufficient verification of family relationships. In cases where reasonable doubt exists the family may be asked to provide verification. This list is not all inclusive:
- A. Official Identification showing names
 - B. Birth certificates
 - C. Court-ordered assignment
 - D. Verification from social services agency
 - E. School record

2. Homeless Person

For the purpose of the Single Room Occupancy (SRO) Moderate Rehabilitation Program only, the definition of “homeless person” is one who:

- Is an eligible individual
- Lacks a fixed, regular, and adequate nighttime residence and has a primary nighttime residence that is:
 - A supervised publicly or privately operated shelter designed to provide temporary living accommodations (including welfare hotels, congregate shelters, and transitional housing)
 - An institution that provides a temporary residence for individuals intended to be institutionalized; or
 - A public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings.

3. Chronically Homeless

The definition of a “Chronically Homeless” Person is an unaccompanied homeless individual with a “disabling condition” who has either been continuously homeless for a year or more or has had at least four (4) episodes of homelessness in the past three (3) years. To be considered chronically homeless a person must have been on the streets or in an emergency shelter (not in transitional housing) during these stays.

A “disabling condition” is a diagnosable substance use disorder, serious mental illness, developmental disability, or chronic physical illness or disability, including the co-occurrence of two (2) or more of these conditions.

The term “homeless individual” or “chronically homeless” does not include any individual imprisoned or otherwise detained pursuant to an Act of the Congress or a state law.

4. Elderly Family

Elderly family means a family whose head (including co-head), spouse, or sole member is a person who is at least 62 years of age. It may include two or more persons who are at least 62 years of age living together, or one or more persons who are at least 62 years of age, living together.

5. Disabled Family

Disabled family means a family whose head (including co-head), spouse, or sole member is a person with a disability. It may include two or more persons with disabilities living together, or one or more persons with disabilities.

Person with disabilities:

(1) Means a person who:

(i) Has a disability, as defined in 42 U.S.C. 423;

(ii) Is determined, pursuant to HUD regulations, to have a physical, mental, or emotional impairment that:

(A) Is expected to be of long-continued and indefinite duration;

(B) Substantially impedes his or her ability to live independently, and

(C) Is of such a nature that the ability to live independently could be improved by more suitable housing conditions; or

(iii) Has a developmental disability as defined in 42 U.S.C. 6001.

(2) Does not exclude persons who have the disease of acquired immunodeficiency syndrome or any conditions arising from the etiologic agent for acquired immunodeficiency syndrome;

(3) For purposes of qualifying for low-income housing, does not include a person whose disability is based solely on any drug or alcohol dependence; and

(4) Means "individual with handicaps", as defined in §8.3 of this title, for purposes of reasonable accommodation and program accessibility for persons with disabilities.

6. Near Elderly Family

Near-elderly family means a family whose head (including co-head), spouse, or sole member is a person who is at least 50 years of age but below the age of 62; or two or more persons, who are at least 50 years of age but below the age of 62, living together; or one or more persons who are at least 50 years of age but below the age of 62, living together.

7. Continuously Assisted Family

24 CFR 982.201 (d)

An applicant is continuously assisted under the 1937 Housing Act if the family is already receiving assistance under any 1937 Housing Act program when the family is admitted to the Voucher program. The low income limit is set at eighty percent (80%) of the area median income for continuously assisted families.

The JHA shall define a "Continuously Assisted Family" as follows:

- a. A public housing resident who experiences a brief interruption between assistance and admission to the voucher program because of an abuse situation and temporarily moves into a shelter. Once the applicant family is ready to be issued the voucher, the family could be deemed over income if they exceed the eighty percent (80%) area median income.

- b. Hope VI relocation from Public Housing to the Voucher Program may be a continuously assisted family.

8. Student Rule

CFR 5.612 No assistance shall be provided to any individual who is enrolled (full time or part time) as a student at an institution of higher education who is:

- Under 24
- Not a U.S. Veteran
- Unmarried
- Does not have a dependent child, unless:
 - The student is eligible and the student's parents (individually or jointly) are income eligible for Section 8.

If the student can demonstrate absence or independence from his or her parents, the parents' income will not be used for purposes of program eligibility. The student must have established a separate household for at least one (1) year or must meet Dept. of Education definition of "independent student."

Student must not be claimed as a dependent on another person's tax return.

Student must obtain parental certification of amount of support that will be provided by parents (including if no financial assistance will be provided).

Independent Student: a student must meet one or more of the following criteria:

- At least 24 years old by December 31 of the award year for which the aid is sought;
- Be an orphan or ward of court through age 18;
- Have a legal dependent(s) other than a spouse; or
- Be married

B. **Income Limits** - 24 CFR 981.201 (a & b)

Extremely Low Income Limit is set at thirty percent (30%) of the area median income. The JHA must house at least seventy five percent (75%) of its new admissions with incomes at or below thirty percent (30%) of the area median income. Should the JHA reach the seventy five percent (75%) admission rate then it shall house the low income individuals (80% AMI) who remain on the current waiting list.

Annual income shall not exceed the Low Income Limits as set at eighty percent (80%) as established by HUD, published in the Federal Register, and is the income limit generally used to determine initial program eligibility.

C. **Mandatory Social Security Numbers**

Families are required to provide Social Security Numbers for all family members prior to admission, if they have been issued a number by the Social Security Administration.

All members of the family defined above must either:

- Submit Social Security Number documentation; or
- Sign a certification if they have not been assigned a Social Security Number. If the individual is under 18, his or her parent or guardian must execute the certification. If the applicant who has signed a certification form obtains a Social Security Number, it must be disclosed within six (6) months of voucher issuance, or 90 days after move in.

Some household members are exempt from the SSN disclosure requirement. These include:

CFR 5.16 (a)

- Individuals who do not contend eligible immigration status (“noncontending” family members in a mixed family paying prorated rent). Mixed families (24 CFR 5.504): Means a family whose members include those with citizenship or eligible immigration status, and those without citizenship or eligible immigration status.

CFR 5.21 (e)

- Current residents who had not previously disclosed a SSN, and who were at least 62 years old on January 31, 2010. The exemption applies at all future reexaminations, and continues if the individual transfers to a new unit or receives another form of housing assistance.
- Household members who have already provided a valid SSN prior to January 31, 2010. The new regulation does not require the PHA to re-verify the SSNs of current residents whose SSN have been validated through HUD’s automated system.

Verification will be done through the provision of a valid original Social Security card issued by the Social Security Administration, or other official documentation as identified in the pre-application process.

D. Other Criteria

The housing authority will deny assistance to past participants in the Housing Voucher, Moderate Rehabilitation, Project Based Certificate Programs, or Public Housing residents of this authority or any other housing authority who failed to satisfy liability for unpaid rent, resident damages or other amounts assessed. The applicant must repay the amount owed in full (or to date if a repayment agreement is in effect) in order to be eligible for assistance.

The housing authority will deny an applicant admission to participate in its programs if the applicant has violated any family obligation under the programs, committed any fraud in connection with any federal housing program and has not reimbursed the housing authority or another housing authority for any amounts paid to an owner under a housing assistance payments contract, or other amounts owed by the family under its lease or for a vacated unit. The applicant will be notified of such a denial and will be reminded they have a right to an informal review.

The housing authority will deny an applicant admission to participate in its programs if any member of the family has been evicted from any federally assisted housing in the last five (5) years.

E. Identification Card

All adult family members, age 18 and older, must provide a non-expired federal or state issued picture identification card upon admission and recertification (or recertification after turning 18) in all Section 8 programs. Applicants admitted to the program using an out state picture ID must provide a Florida picture ID within thirty (30) days from the move-in date. Florida Law provides exceptions for military families.

SECTION III – PRE-APPLICATION AND ADMISSION PROCESS

A. Pre-Application

The Housing Assistance Division (HAD) will open the waiting list at such time that there is not a large enough pool of qualified applicants to fulfill our Annual Contribution Contracts. In order to meet/maintain the requirements for income targeting, the agency may advertise for applicants whose income is thirty percent (30%) of the area median income limit.

When JHA opens a waiting list, JHA must give a public notice that families may apply for tenant-based assistance. The public notice will state where and when to apply. JHA may use either of the following approaches to place pre-applicants on the waiting list (24 CFR 982.207 (c)).

1. Date and time of application; or
2. A drawing or other random choice technique (e.g., lottery)

Any public notice of a waiting list opening will clearly state which approach the JHA will use to place pre-applicants on the waiting list.

The waiting list will close if JHA determines that the existing waiting list contains an adequate pool for use of available program funding, whereupon JHA may stop accepting new applications.

The HAD will ask the applicant to complete a pre-application form. This form requires that the family list all income, assets, family composition, etc., necessary to determine eligibility, as well as additional information such as phone numbers where the family can be reached, anticipated changes in income, assets, or family composition and past participation under the programs. The pre-application is signed and dated by the family.

The family will determine which family member will be listed as Head of Household. Once the Head of Household is determined, changes will not be made for the sole purpose of gaining additional program benefits.

The applicant may be required to submit information provided by the Jacksonville Sheriff's Office relating to any criminal history.

HAD will review the family's application for completeness, check for discrepancies or inconsistencies, and be certain all family income and asset information is correct. The housing authority will determine whether the family is entitled to any elderly, dependent or disability deductions or considerations.

Each applicant will be evaluated to assess the conduct of the applicant or other family members listed on the application, in present or previous housing. JHA will conduct local and/or national police checks on household members to the extent allowed by Florida State Law. If an applicant or other family member listed on the application has a criminal charge pending at the time of selection from the waiting list, and if a conviction in the pending case would render the applicant ineligible for admission, JHA will suspend the application process at the time of selection. If the application process is suspended, JHA will notify the applicant in writing, request the applicant submit documentation upon resolution of the pending criminal case, and return the applicant to the waitlist based on the original application date. The case must be resolved before JHA can determine applicant eligibility. The applicant is responsible to provide documentation of case outcome in order for JHA to determine applicant eligibility. If the applicant is denied admission to the program as a

result of the outcome of the criminal case, the applicant will be notified in writing of the decision and informed of the right to request an informal hearing.

Applications will be accepted with a federal or state issued, non-expired picture identification card and a social security card. In lieu of the social security card, other official documentation of the social security number will be accepted. This includes, but is not limited to: DD214, W-2 form, tax statements, payroll stubs (not hand-written), Medicaid card, and other insurance documents.

The housing authority will do a quick assessment of an applicant's potential eligibility based on the information on the application.

If the family is obviously ineligible at the pre-application stage (prior to the formal verification process), the family will be informed and the reasons explained. Obvious reasons for ineligibility may be income that exceeds the applicable income limits, etc. The housing authority will notify the family in writing with a statement indicating the reasons and give them an opportunity to request an informal review.

An informal review may be requested for the following decisions denying:

- Acceptance of application for waiting list
- Issuance of certificate or voucher
- Participation in any program

Families must submit their request for an informal review in writing to the housing authority within ten (10) business days from the date of notification of the determination. If the informal review results in overturning the denial of assistance, the applicant's name will be placed on the waiting list at the original date and time of application or the randomization date and time before the denial.

The appeals for denial of assistance (informal review) shall be conducted by the Vice-President of Section 8 or his/her designee.

Families are responsible for informing the housing authority of changes in family circumstances (including income) and are responsible for responding to requests from the housing authority to update the application. Failure or refusal to provide information may result in the applicant's name being removed from the waiting list. All changes in family circumstances will be in written form.

Once determined eligible, applicants' are placed on JHA's waitlist according to the selected approach advertised in the waitlist opening, either by (1) date and time of application or (2) A drawing or other random choice technique, and local preference.

Applications for project based programs will be broken down by bedroom size.

1. Applicants with Debts

Applicants must satisfy in full any overdue accounts or debts owed to the Jacksonville Housing Authority (JHA) resulting from previous tenancy under any program administered by the JHA. In addition, the applicant must satisfy any outstanding debts owed to any other subsidized program as reported to JHA or HUD's Enterprise Income Verification (EIV) system or other database.

If a debt is owed to JHA, the application will be accepted and then the applicant will be notified of the outstanding debt. The applicant will be given fourteen (14) business days from the notification date to pay the debt in full (or if a repayment agreement is in effect, make it current).

If the debt is paid in full by the due date or the repayment agreement amount due has been made current, the application will remain active. If the debt or repayment agreement amount due has not been paid by the due date, the application will be withdrawn. Applicants withdrawn will be determined ineligible and will be notified in writing. Applicants are given ten (10) business days from the date on the ineligibility letter to request an informal review. The informal review request must be done in writing and must be received by the applications office within ten (10) business days of the ineligibility letter date.

If an applicant or previous tenant is accepted and then, it is later discovered that there is an outstanding debt to JHA, the applicant or previous tenant will be required to enter into a repayment agreement. If the applicant or previous tenant does not repay the full amount within a twelve (12) month period, their current assistance will be terminated at their annual recertification. At that time, the resident will be notified in writing and will be given the opportunity to request a grievance hearing. The request must be done in writing and must be received by the management office within ten (10) business days of the notification letter date.

SRO individuals will be considered for eligibility determination immediately by the housing authority upon their arrival at 1300 N. Broad Street, Jacksonville, Florida or when referred to that address by Jacksonville's major service providers for the homeless (e.g., New Life Inn, Salvation Army, or Trinity Mission) or other city or state agencies dealing with the homeless until the SRO projects are leased to 100%. The SRO applicants will be placed on the appropriate waiting list and will be special-selected at time of enrollment. No SRO application will be on file for more than one (1) year. Because of the homeless status, the JHA will accept alternative picture identification, and social security card, but in all cases, a social security number must be provided. The SRO applicant may make application without meeting these two requirements; however, they will not be housed without the required documents.

The applicant will be asked to provide the name of next of kin who will not reside in the assisted unit, the name and address of a reference who will not reside in the assisted unit, or the name and address of a reference who has known him/her for at least three (3) years.

B. Statement of Intake for Persons with Disabilities

See section in this Plan on reasonable accommodations.

C. Initial Determination of Family Eligibility

The following criteria determine program eligibility:

A family is eligible when classified as a Very Low-Income Family, Extremely Low Income Family, or Low Income Family as determined by income limits established by U.S. HUD for the Jacksonville Metropolitan Statistical Area, using thirty percent (30%) of median income for Extremely Low, fifty percent (50%) of the area median income for Very Low Income, and eighty (80%) percent of the area median income for the Low Income.

2. Applicants who fall into one of the following categories relating to criminal activity will be declared ineligible if:

- a. Any felony conviction(s) during a five (5) year period prior to the date of application.

- b. Two (2) or more misdemeanor convictions, where the convictions were first or second degree misdemeanors, which involved crimes of physical violence to persons or property, or criminal acts which adversely affected the health, safety or welfare of other persons, during a five (5) year period prior to date of application.
- c. Any household member who has ever been convicted of drug-related criminal activity for methamphetamine production on the premises of federally assisted housing is permanently barred from housing assistance. If any household member has been convicted of drug-related criminal activity for methamphetamine production anywhere other than federally assisted housing, they will be denied assistance for ten (10) years from the incarceration release date.
- d. Any household member who is subject to a lifetime registration requirement under any state or national sex offender registration program is denied participation in any housing assistance program. If any household member is subject to a less than lifetime registration requirement under any state or national sex offender registration program they will be denied assistance for ten (10) years from the date of conviction. The JHA may notify residents of the registered sex offender.
- e. Applicants who have been evicted from Public Housing or other assisted housing within five (5) years of the date of eviction.
- f. Any member of the household is an alcohol abuser, whom the JHA has reasonable cause to believe that they may threaten the health, safety, or right of peaceful enjoyment by other residents.
- g. If incarcerated during a portion of the five (5) year period prior to the application date, the applicant or other family member must be released two (2) years prior to application.
- h. Any applicant who has been incarcerated after being convicted for first or second degree murder must wait seven (7) years after release to place an application, and furthermore, must not have any additional arrests for criminal offense of any nature after being released from such incarceration.

If applicants have been deemed ineligible due to criminal activity, it is assumed that admitting them would adversely affect the health and safety of other residents. 24 CFR 5.903 (f) If the JHA obtains criminal record information from a state or local agency under this section showing that a household member has been convicted of a crime relevant to applicant screening, the JHA must notify the household of the proposed action to be taken based on the information and must provide the subject of the record and the applicant or tenant a copy of such information, and an opportunity to dispute the accuracy and relevance of the information. This opportunity must be provided before a denial of admission on the basis of such information. The burden of overcoming this decision shall be upon the applicant. Consideration will be given to: (a) favorable changes in the behavior pattern of the applicant, which shall include the work history, stability of their living conditions, completion or involvement in certified education or rehabilitation programs and (b) extenuating circumstances that indicate the applicant could be a responsible resident.

Appeals for denial of assistance shall be reviewed by the Hearing Officer.

1. Full-time employees of the Housing Assistance Division in a clerical or similar position (as defined by JHA Human Resource Department) will be eligible to receive assistance through the

Section 8 Certificate, Voucher, and Moderate Rehabilitation or Project Based Certificate programs.

Part-time and hourly employees of the Division will be reviewed on a case by case basis.

2. The applicant waiting list is maintained by computer and data entry by the housing authority with applicants selected for program enrollment and certification on an as-needed basis for lease-up.

D. Verification of Application Information

These verification procedures apply to all programs in Section 8.

The JHA shall utilize the following verification procedures:

PIH 2011-15

1. Third Party Verification

All income used to calculate eligibility and tenant portion of payment is verified. Unusual expenses, child care, preference status, full-time student status, assets and medical expenses are also verified.

An original or authentic document generated by a third party source, which may be in the possession of the applicant. The JHA may, at its discretion, reject any tenant-provided documents and follow up directly with the source to obtain necessary verification of information.

2. Enterprise Income Verification – (EIV)

24 CFR 5.233

The JHA is required to use the EIV system in its entirety. This means that the JHA must use all features of the EIV system to:

- a. Verify tenant employment and income information during mandatory reexaminations of family composition and income in accordance with 24 CFR 5 §4.236.
- b. Reduce administrative and subsidy payment errors in accordance with HUD administrative guidance.

The JHA is required to provide form HUD-52676: Debts Owed to PHAs & Terminations to all adult applicants and participants.

Prior to admission the JHA must:

- a. Conduct a former tenant search for all adult family members 18 years of age or older.
- b. Conduct an existing tenant search for all household members.

Security Measures: The integrity and availability of the information is extremely important to protect funding and the privacy of the participants. The information is protected from unauthorized use and disclosure.

3. Review of Documents

If third party verification is impossible, the housing authority will use original documents provided by the applicants. If it applies to employment, original pay stubs showing the name of the employer, gross pay, hourly rate, time covered, name of the individual, and the social security number of the individual. Original W-2 forms may be acceptable. The JHA shall permit the use of original computer generated printouts from the Court Registry regarding child support. Original computer generated printouts from TANF and other state agencies shall be permitted.

Any other original document, which shall be required to assist with the determination of eligibility.

4. Certification or Self-Declaration

If neither third party, computer matching, nor original documents are available as verification, the housing authority will accept a self-declaration completed by the applicant providing the information needed. If the self-declaration is not completed in front of a JHA employee, the declaration must be notarized.

All adult members of the household and full-time students (18 and older) must sign a general authorization form.

If during the verification process, the housing authority determines that a family is ineligible, the housing authority will notify the family in writing as required by federal law.

E. Verification of Family Composition

Any of the following types of original documents will be acceptable in verifying family composition:

- Birth certificate—required for all household members
- Marriage license
- If pregnant, a signed, dated, confirmation letter on medical health provider letterhead
- Divorce decree
- Official court documents
- Documents listed in A1 (a) & (b) of Section II

F. Grounds for Denial of Admission

In accordance with regulations, the housing authority is not required to assist families who:

1. Currently owe rent or other amounts to the housing authority or any other housing authority;
2. Were previous participants in any JHA subsidized housing program and left owing the housing authority money for claims paid for unpaid rent, damages or vacancy loss and have a current outstanding debt;

3. Breached an agreement to repay monies owed the housing authority and still owe money;
4. Previously violated the family's obligations listed in the regulations, briefing packet or other acknowledgements of responsibility during the five (5) years prior to the application;
5. Committed fraud in connection with any federal housing assistance program during the five (5) years prior to the application;
6. Has engaged in drug-related criminal activity or violent criminal activity as defined HUD. A person must have been convicted of the charge in order to be denied or have assistance terminated;
7. Have any household member who has ever been convicted of drug-related criminal activity for methamphetamine production on the premises of federally assisted housing is permanently barred from housing assistance. If any household member has been convicted of drug-related criminal activity for methamphetamine production anywhere other than federally assisted housing, they will be denied assistance for ten (10) years from the incarceration release date;
8. Have any household member who is subject to a lifetime registration requirement under any state or national sex offender registration program is denied participation in any housing assistance program. If any household member is subject to a less than lifetime registration requirement under any state or national sex offender registration program they will be denied assistance for ten (10) years from the date of conviction. The JHA may notify residents of the registered sex offender;
9. Have been evicted from any federally assisted housing in the last five (5) years from the date of eviction;
10. Have threatened or used abusive language towards housing authority personnel;
11. Fail to disclose additional information that affects their eligibility, or increases subsidy;
12. Fail to respond or complete requested forms within time given;
13. Fails to meet the eligibility requirements concerning individuals enrolled at an institution of higher education as specified in the Student Rule 24 CFR 5.612.

SECTION IV – ESTABLISHING AND MAINTAINING THE WAITING LIST

A. Waiting List

How Applicants are Selected

The JHA may only admit an applicant for participation as a “Special Admission” or a “Waiting list Admission.”

1. “Waiting List Admission”

- Except for special admissions, participants must be selected as a waiting list admission.
- Applicants are selected by the original date and time of application or by the randomization selection number assigned by the lottery.
- Local Preferences selections shall be made by date and time of application of families on the list with the same preference status.

2. “Special Admission”

The following families shall not be considered a part of the waiting list:

- If HUD awards the JHA program funding that is targeted for families living in specific units.
- The JHA shall record these, to accurately reflect that the family was admitted with HUD targeted assistance.

Any vouchers which are not utilized for the targeted families, to the extent permitted by HUD, shall be available to the families selected as a “waiting list admission.”

B. Local Preferences

CFR 982.202 (d) & 982.207

Current Local Preferences

1. Families that include a person with disabilities.
2. Veterans. A person who served in the active military service and who was discharged or released under conditions other than dishonorable. Military Reserve members also qualify if currently serving honorably or discharged under conditions other than dishonorable. If the veteran dies before being admitted to the program, then the spouse of the veteran shall maintain their place and preference on the waiting list. Status is to be verified by:
 - a. A DD 214 (Certificate of Release or Discharge from Active Duty) will serve as proof of service for those no longer active or reserve duty; or
 - b. A current enlistment contract and/or unexpired military identification card will serve as appropriate proof of veteran status for those still in active reserve status or current enlistment.
3. Displacement preference. A person or family displaced is defined as one whose dwelling is condemned by governmental action (federal, state or local), or a person whose dwelling has been extensively damaged or destroyed as a result of a declared disaster or otherwise formally recognized under federal disaster relief laws.

4. Preferences for victims of Domestic Violence: Applicants who are victims of domestic violence will receive a preference. In order to qualify for a preference on the waitlist for Domestic Violence, applicants should provide documentation that incidents of domestic violence have occurred within the past year.

Status is to be verified by:

- a. Police report or incident report
- b. Restraining order
- c. Referral from domestic violence shelter (e.g., Hubbard House)

Confidentiality of applicant status shall be maintained by the agency in accordance with the provisions of the Violence Against Women Act of 1994.

At the discretion of the Housing Authority, the housing authority may issue preferences for the following:

Homeless families who have completed the required self-sufficiency classes at a homeless shelter.

All applicable preferences shall be made part of the public notice, and/or notices sent to applicants.

C. Maintaining the Waiting List

After the preliminary eligibility determination has been made, applicants are placed on the waiting list in order of original date and time of application or the randomization date and time, and local preference. The housing authority will maintain an accurate waiting list, which conforms to HUD requirements.

D. Updating the Waiting List

The housing authority may at least once a year update the waiting list to ensure that it is current and accurate.

The housing authority will mail a letter to the applicant's last known address, requesting information regarding their continued interest in maintaining a place on the waiting list.

If the applicant does not notify the housing authority of a move as required, the housing authority will not be responsible for the applicant's failure to receive the updated request. A copy of the request in the file will indicate a reasonable assumption the letter was mailed. The request letter will include a deadline date by which applicants must contact the housing authority of their continued interest, by mail or in person. If the housing authority fails to receive the applicant notice by the deadline date, the applicant's name will be removed from the waiting list.

Applicants will be given twenty (20) days to respond to the request letter. The housing authority does not accept responsibility for mail delays.

The housing authority will attempt to locate families who indicated a disability on their application, by utilizing the returned forwarding address provided by the post office, if any, before removing the family from the waiting list.

If an applicant with a disability has failed to respond to a selection letter for reasons relating to their disability, they may be reinstated and returned to the waiting list with their original date and time of application. This contact and request must be made within sixty (60) days of the selection.

E. Removal of Names from Waiting List

The following reasons are cause for the family name to be removed from the waiting list:

- No response to purge letter
- Family is housed after selection
- No-show for eligibility or briefing appointments (two opportunities are given)
- No-show for SRO appointment without rescheduling
- Missed deadline for returning eligibility documentation
- Under age eighteen (18), not emancipated
- Preponderance of evidence indicates drug or criminal activity in household
- Voucher expired
- Certification for PBC, Mod Rehab or SRO expired
- Failure to move into unit after inspection
- Voluntary withdrawal from program(s)
- Registered sex offender
- Fraud
- Violation of Family Obligations
- Over Income limits

All applicants removed from the waiting list shall be issued a letter indicating the reason for their removal and given the opportunity to request an informal review.

F. Selection from Waiting List

In order to accommodate the need for eligible families to maintain lease-up, selections are made by taking names from the list and handling by groups. Therefore, someone who applied after another person, but who quickly returns all necessary paperwork to determine eligibility, may be briefed and issued a voucher before someone else in that selections block whose application date is earlier.

Selections for tenant based programs will be based on the original date and time of completed applications or the randomization date and time, and local preference. The housing authority will maintain a quarterly report to determine that at least seventy-five percent (75%) of new admissions to tenant based programs will have incomes at or below thirty percent (30%) of the area median income.

If it appears that the percentage will fall below seventy-five percent (75%), families whose incomes are below thirty percent (30%) of the area median income will be given a preference for the selections necessary to reach this requirement.

Selections for project based programs will be based on bedroom size and date and time of completed application.

G. Return to the Waiting List

Applicants who Must Reapply

Applicants who reapply to be placed back on the waiting list will be positioned on the waiting list as of the original date and time they reapply or by the randomization selection number assigned by the lottery.

- If the family declines the offer of a voucher, the family will not be eligible to be returned to the waiting list. The family must reapply to the waiting list.
- A family whose application is denied for failure to provide information must reapply to be placed back on the waiting list.

- A family found ineligible for assistance must reapply to be placed back on the waiting list.
- Applicants found ineligible for assistance because they exceed the current HUD published Section 8 income limits must reapply to be placed back on the waiting list.

Applicants Reinstated at Original or Randomization Date and Time of Application

Applicants removed from the waiting list will be given the benefit of the doubt if there is a reasonable possibility they were removed from the waiting list through no fault of their own.

These applicants may be reinstated on the waiting list if there is a reasonable possibility they were not notified, such as in the case of only one notice being issued or that they had reported an address change that was not entered in the system through no fault of their own.

If mail is returned, in order to be reinstated, applicants must request reinstatement and verify proof of address during application process.

SECTION V – SUBSIDY STANDARDS

A. **Bedroom Size Determination**

HUD guidelines require that the housing authority establish standards for the determination of bedroom size, and that such standards provide a minimum commitment of subsidy while avoiding overcrowding. They also must meet the minimum requirements of the Housing Quality Standards.

Residents with child(ren) reported in the household, which claim the same residence as reported to HUD and which claim an IRS filing status of Head of Household as a taxpayer and claim qualifying dependents should claim all the child(ren) residing in the household. Exceptions may be considered in cases wherein the divorce decree or other legal documentation gives the child tax credit to another adult as part of the child support agreement, etc. Any exceptions to this policy will require documentation and approval from the S8 Operations manager.

In general, a taxpayer's qualifying child will exhibit the listed criteria:

- Relationship – the taxpayer's child or stepchild (whether by blood or adoption), foster child, sibling or stepsibling, or a descendant of one of these.
- Residence – has the same principal residence as the taxpayer for more than half the tax year. Exceptions apply, in certain cases, for children of divorced or separated parents.
- Support – did not provide more than one-half of his/her own support for the year.

The unit size assigned to a participant in the Certificate Program served as the basis for determining maximum rent that could be paid to an owner for the unit selected by the family.

The unit size on the Housing Choice Voucher remains the same as long as the family composition remains the same, regardless of the actual unit size selected.

The subsidy standard will determine the bedroom size for placement on the waiting list for Project Based Certificates.

Single parent military members are required to provide a family plan that designates who will have temporary custody of their children in the event that they are deployed. For the purposes of household composition and bedroom size determination, JHA will require all of the following documentation to allow children in these circumstances to be added to the assisted household for the duration of the parent's deployment.

- Military deployment orders with an effective date
- A Power of Attorney granting custody and responsibility listing the children
- A Certificate of Acceptance as Guardian (DA Form 5840) or equivalent form
- Military dependent identification cards for each child.

Voucher Size	Number of Person(s) in Household	
	Minimum	Maximum
0	1	1
1	2	2
2	3	4
3	5	6
4	7	8
5	9	10
6	11	12

HUD requires that “The subsidy standards must provide for the smallest number of bedrooms needed to house a family without overcrowding” [CFR § 982.402(b)(1)]. The Jacksonville Housing Authority has a strict “two heartbeats per bedroom” policy in calculating a family’s bedroom size eligibility. Housing Vouchers shall be calculated and issued so as not to result in overcrowding per Housing Quality Standards, found at CFR § 982(d)(2)(ii).

Persons who are single will be issued a zero bedroom or efficiency voucher. Pregnant females will be issued a one bedroom voucher.

The above standards are to be maintained insofar as possible.

However, the following relaxation from such standards may be permitted as follows:

1. Each family member, regardless of age (includes a pregnancy), is to be counted as a person.
2. The housing authority will assign a larger unit than required by subsidy standards if the family provides documentation that for health reasons, a larger unit is justified. (Reasonable Accommodation)
3. An elderly or disabled person who requires a live-in aide.
4. No more than two (2) persons should share a bedroom.
5. Residents and their children must attend school in the county in which the subsidized unit is located and not have split school districts. For example, a child may not attend school in Jacksonville and also in Georgia. Joint custody between parents is acceptable with documentation. Any exception to the rule will require manager approval.
6. An elderly or disabled single-family member household will be a one bedroom voucher standard.

For bedroom size determination, a court order will determine whether an applicant will have residential custody of a child(ren). Residential custody or equal joint custody will allow the child(ren) to be included in bedroom size determination. Proven deviation from the court order may change the inclusion. If custody is not yet determined, certification will not be issued but can be held for up to sixty (60) days. After that time, the applicant’s name is returned to the waiting list.

A family may choose to include or exclude a full time student living away from the household in their household composition except in the case of the family head, spouse, or foster children. If they include the student, it will affect the bedroom size eligibility.

1. Absence of Children

The “temporary” absence of children from the home due to placement in foster care shall not be considered in determining family composition and family size. The meaning of “temporary” shall be determined on a case-by-case basis, utilizing court documents.

Documentation of full time student status, from the Office of the Registrar, along with fees paid, and schedule of classes is required.

If the family elects to exclude the student, he/she will not be included in family composition or income calculations.

Any family requesting variations in the subsidy standards must put the request in writing to the housing authority. The Section 8 Operations Manager will review the request and notify the family in writing of the decision.

In the Moderate Rehabilitation program, single persons may be issued zero (0) or one (1) bedroom certification to assist the highest number of applicants. When foster care of a child is properly documented, the child(ren) will be included in bedroom size determination.

Exceptions shall be made as needed, in the Project Based Assistance Program, to increase occupancy rates. A single parent with one (1) child of any age, or pregnant female, may choose to be placed in a two (2) bedroom. Utility allowances shall be the amounts for a two (2) bedroom. Families eligible for a two (2) bedroom shall be permitted to lease a three (3) bedroom unit. Utility allowances shall be the amounts for the three (3) bedrooms.

2. Live-in Aide CFR 982.316

A family that consists of one or more elderly, near-elderly or disabled persons may request that the PHA approve a live-in aide to reside in the unit and provide necessary supportive services for a family member who is a person with disabilities

A family may include a live-in aide who:

- Must not be in violation of any Section 8 program obligations
- Not currently living with the Applicant, will be reviewed on a case by case basis
- The need for the live-in aide will be reviewed annually at re-certification
- Must have the approval of the Landlord
- Must be named in the lease
- Is not currently living in the assisted unit, will be reviewed on a case by case basis
- Has been determined by the housing authority to be essential to the care and well-being of the elderly or disabled family member; and
- Is not obligated for the support of the elderly or disabled member
- Would not be living in the unit except to provide the necessary care of the elderly or disabled family member, and
- Whose income will not be counted for purposes of determining eligibility or rent and
- Will not be considered the remaining member of the tenant family, and
- Participant and aide must demonstrate that the provision of care is at an “arm’s length transaction” or demonstrate that an aide was not a household member of the participant during the one (1) year prior to receiving assistance or during tenancy on the subsidized housing program. Any exception to this rule will require manager approval and possibly further documentation.
- If Live-in-Aide previously resided in JHA property, in order to be a live-in aide, he/she must have left JHA property meeting all financial obligations. Live-in-aide must provide previous residences address(es) information, and show that he/she was not evicted from their previous property within one (1) years prior to admission as a live-in-aide for any cause except for financial.
- Must not remain living in any government or federally assisted unit(s) either as head of household, spouse, co-head, family member or as live-in aide (double subsidy).
- The assisted unit should remain the live-in aide’s one and only residence.

Relatives are not automatically excluded from being live-in aides, but must meet the definition described above. Spouse or co-head are not eligible.

A live-in aide may have a family member who resides in the unit as long as the addition of that family member does not increase the bedroom size requirement or cause overcrowding (more than two household members to a HUD defined living space).

A live-in aide must provide a criminal background check, as required of all applicants/participants.

The housing authority may disapprove a particular person as a live-in aide, or withdraw an approval, if the person requesting to be the live-in aide:

- Is in violation of any Section 8 program requirements
- Commits fraud, bribery or any other corrupt or criminal act in connection with any federal housing program
- Commits drug-related criminal activity or violent criminal activity
- Currently owes rent or other amounts to the PHA or to another PHA in connection with Section 8 or public housing assistance under the 1937 Act.

B. Unit Size Selected

The family may not select a different size dwelling other than that listed on the voucher, unless it has been approved by the housing authority. The family cannot pay more than forty percent (40%) of their adjusted income for rent during the initial term of their lease and any subsequent moves will need to consider this when leasing housing larger than their assigned bedroom size.

Criteria to consider in the voucher program:

- *Payment Standard:* Must be the lower of the payment standard for the unit selected or the unit size stated on the voucher.
- *Utility Allowance:* The utility allowance used to calculate the gross rent is based on the lesser of the size authorized on the family's voucher or the size of the unit the family selects.

SECTION VI – INCOME CONSIDERATIONS AND DETERMINATION OF TOTAL TENANT PAYMENT

This section applies to all programs.

A. Income CFR 5.609

The total tenant payment is calculated in accordance with federal law.

The housing authority defines income, assets and allowance in accordance with federal regulations.

Adjusted Income: is the gross annual income minus allowable deductions.

Annual Income: includes all amounts monetary or not, which go to, or on behalf of the family head or spouse (even if temporarily absent) or to any other family member. It includes but is not limited to:

1. Wages and Salaries

- a. the full amount before any payroll deductions
- b. overtime pay
- c. commissions
- d. fees
- e. tips
- f. bonuses
- g. any other compensation for personal services

2. Social Security or SSI payments payable to any household member, unless they meet the lump sum requirement.

3. Regular Contributions and Gifts

Reoccurring contributions and gifts received from the same sole source outside the household are counted as income. This includes but is not limited to rent and utility payments paid on behalf of the family and other cash or non-cash contributions provided on a regular basis. Regular periodic payments from annuities, insurance policies, retirement funds, death benefits, are considered regular contributions.

Regular contributions and gifts are not included in calculation of the family's voucher unless the family submits documentation to verify that the assistance has been received regularly for the preceding six (6) months.

Regular contributions do not include occasional contributions or sporadic gifts.

4. Alimony and Child Support

Regular alimony and child support payments received are counted as income. Lump Sum child support payments received during the previous twelve (12) month period are included and are counted as part of the annual child support income.

If the child support or alimony is not received on a regular basis, the housing authority must count the amount of child support in the divorce decree or separation agreement unless the housing authority verifies that the child support or alimony income is not provided.

To calculate any other amount other than the amount in the award for child support, the housing authority must obtain documentation from the child support depository. The participant must produce documentation that the family has filed with the agency responsible for enforcing the payments.

When a printout is received from the child support office for the prior twelve (12) months, the housing authority will use the amount received over the last twelve (12) months, if no projection of anticipated income can be made. Child support income shall be removed only after a three (3) full months has elapsed without payment.

If the support is not court ordered, an affidavit from the person paying the support is required, indicating how much is being paid, to whom, naming each child and the amount paid monthly or weekly. If the participant claims the child support has stopped, then an affidavit is required. Child support income shall be removed only after a three (3) full months has elapsed without payment.

5. Lump Sum Receipts

Lump sum receipts of family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses are not included as income. Lump sum Social Security or SSI payments are considered an asset and not included as income.

Contributions to company retirement/pension funds are handled in this manner:

- While an individual is employed, only amounts the family can withdraw without retiring or terminating employment are counted as assets.
- After retirement or termination of employment, any amount the employee elects to receive as a lump sum is counted as an asset.

Lump sum payments caused by delays in processing periodic payments (unemployment or welfare assistance) are counted as income. This includes payment of amounts that were deferred because of a dispute.

Treatment of the lump sum payment varies, depending upon the timing of the interim reexamination. When a reduction in income is reported, and an interim adjustment is performed, and the family subsequently receives a lump sum payment, which is classified as income, another interim adjustment will be conducted, using the lump sum amount as income and not applying it retroactively.

6. Welfare Assistance

- a. Special calculations of income are required for "as-paid" state, county, or local public assistance programs. An "as-paid" system is one in which the welfare assistance payment includes a specifically designated amount for shelter and utilities that is subject to adjustment based upon the actual cost of shelter and utilities. CFR 5.609(b)(6)

- b. The welfare agency may reduce welfare benefit payments to sanction a family for noncompliance with welfare self-sufficiency or work activates. The PHA may not reduce the family rent contribution for families whose welfare benefits have been sanctioned by the welfare agency for noncompliance with welfare self-sufficiency or work activities requirements, or because of fraud in connection with the welfare program. The family's income must include the amount of welfare benefits that would have been paid to the family if sanctions had not been imposed. CFR 5.615
- c. Covered families are those families who receive welfare benefits from a welfare agency under a program for which federal, state, or local law requires participation in an economic self-sufficiency program as a condition of assistance.
 - A "specified welfare benefit reduction" is:
 - (a) Fraud in connection with the welfare program
 - (b) Sanction for noncompliance with welfare agency requirement to participate in an economic self-sufficiency program
 - Not applicable if:
 - (a) The welfare reduction is a result of the expiration of a lifetime limit, or other time limit, on receiving benefits
 - (b) The family has complied with requirements but cannot find a job
 - (c) The sanction is due to family noncompliance with other welfare agency requirements

7. Assets Disposed of for Less Than Fair Market Value

The housing authority must count assets disposed of for less than fair market value during the two (2) years preceding examination or reexamination. The housing authority will count the difference between the market value and the actual payment received.

Assets disposed of as a result of foreclosure or bankruptcy is not considered to be assets disposed of for less than fair market value. Generally, assets disposed of as a result of a divorce or separations are not considered to be assets disposed of for less than fair market value.

The housing authority's minimum threshold for counting assets disposed of for less than fair market value is \$1,000.00. If the total amount of assets disposed of within a one (1) year period is less than \$1,000.00, they will not be considered an asset for the two (2) year period.

If the total amount of assets disposed of within a one (1) year period is more than \$1,000.00, all assets disposed of for less than fair market value will be counted as assets from the date the asset was disposed of.

8. Unemployment Compensation

Payable to any household member on a regular basis.

9. Workers Compensation

Payable to any household member on a regular basis.

10. Net Income from the Operation of a Business

The following documents show income from the prior years. Where there is no documentation for projected income from a business, the housing authority will consult with

participants and use this data to estimate income for the next twelve (12) months using (in priority order):

- a. IRS Tax Return, Form 1040, including any:
 - Schedule C (small business)
 - Schedule E (rental property income)
 - Schedule F (farm income)
- b. An accountant's calculation of depreciation expense, computed using straight-line depreciation rules. (Required when accelerated depreciation was used on the tax return or financial statement.)
- c. Audited or un-audited financial statements(s) of the business.
- d. Loan application listing income derived from the business during the previous twelve (12) months.
- e. Applicant's notarized statement or affidavit as to net income realized from the business during previous years.

11. Income from Assets

Income from assets, such as interest, dividends, or any kind of net income from real or personal property, is to be verified and included with the annual income.

Most common assets:*

- a. Savings account: requires the most current monthly statement/verification of balance and interest (if applicable)
- b. Checking accounts: requires a 6 month average of checking account balance and six (6) month average of interest, if applicable. Third party verification is preferred, but bank statements are acceptable.
- c. Whole Life Insurance: need proof of cash value of asset.
- d. Term Life Insurance: this is not an asset because there is no cash value.

*This list is not all-inclusive. Please refer to 24 CFR 5.609

12. Armed Forces Pay

All regular pay, special pay and allowances of a member of the armed forces, except "special pay" to a family member serving and exposed to hostile fire.

13. Veteran's Benefits

B. Income Exclusions

24 CFR 5.609 (c)

These amounts are prohibited from being included in the family's household income for the purposes of rent determination.

1. Wages of children (including foster children) under the age of 18;
2. Earned income in excess of four hundred and eighty dollars (\$480) for each full-time student eighteen (18) years of age or older (excluding the head of household and spouse);
3. Refund or rebates of property tax on dwelling home;
4. Payments for Student Financial Assistance Paid Directly to the Student Educational Institution;
5. Amount Received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;

Examples:

- a. Cost of transportation for medical treatment. The housing authority will use the mileage rate approved by the Internal Revenue Service, cab receipts with destination and return address listed, transportation invoices for persons with

disabilities with destination and return address listed, for verification of the cost of transportation directly related to medical treatment.

- b. Expenses for prescription drugs.
- 6. Live-in aide income;
- 7. Adoption assistance payments in excess of \$480 per adopted child;
- 8. Payments to Keep Developmentally Disabled Family Members at Home, amounts paid by a state agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home;
- 9. Payments received for the care of foster children or adults. Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone);
- 10. Special Armed Forces pay to a family member serving in the Armed Forces who is exposed to hostile fire.
- 11. Foreign Government Reparation Payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;
- 12. Earnings and Benefits From Employment Training Programs Funded by HUD: Such as:
 - a. A stipend for Youthbuild project to help young high-school dropouts obtain education, employment skills, and meaningful on-site work experience in a construction trade;
 - b. Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);
 - c. Amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program;
 - d. Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the PHA or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to: fire patrol, hall monitoring, lawn maintenance, resident initiatives coordination, and serving as a member of the PHA's governing board. No resident may receive more than one such stipend during the same period of time;
 - e. Incremental earnings and benefits from participation in qualifying state and local employment programs. Incremental earnings and benefits resulting to any family member from participation in qualifying state or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for the period during which the family member participates in the employment training program;
Example: Department of Labor, Employment Training Administration Welfare-to-Work Grant if goals and objectives meet appropriate criteria.
- 13. Stipends to Reimburse Residents for Expenses of Serving Members of the PHA Governing Board or Commission: The Public Housing Reform Act provides that the governing board of a PHA must generally contain at least one (1) member who is directly assisted by the PHA;
- 14. Amounts specifically excluded by any other federal statute.

C. Earned Income Disallowance (EID) for Persons with Disabilities:

Regulation: 24 §5.617 Self-sufficiency incentives for persons with disabilities—Disallowance of increase in annual income.

This does not apply to applicants.

This disallowance is applicable to a “qualified family”.

A “qualified family” is a disabled family receiving Section 8 assistance whose annual income increases due to one (1) of the following reasons:

1. Employment of a family member with a disability and who was previously unemployed for one (1) or more years prior to that employment.
2. The JHA shall utilize HUD’s definition of “previously unemployed” as a person who has earned in the twelve (12) months prior to employment, not more than would have been earned at the established minimum wage working ten (10) hours per week for fifty (50) weeks, or;
3. Increased earnings by a family member with a disability AND is a participant in any economic self sufficiency or job-training program or;
4. The new employment or increased earnings received by a family member who is disabled AND who has within the past six (6) months has received benefits or services under any state program for temporary assistance, such as TANF.

Initial Twelve-Month Exclusion:

During the cumulative twelve (12) month period beginning on the date a member of a “qualified family” is first employed or the family first experiences an increase in annual income attributable to employment, the PHA must exclude from annual income of a “qualified family” any increase in income of the family member as a result of employment over prior income of that family member.

Second Twelve-Month Exclusion and Phase-In:

During the second cumulative (12) twelve month period after the date a member of a qualified family is first employed or the family first experiences an increase in annual income attributable to employment, the PHA must exclude from annual income of a qualified family fifty percent of any increase in income of such family member as a result of employment over income of that family member prior to the beginning of such employment.

EID (Earned Income Disallowance) Tracking:

The disallowance of earned income is limited to a single lifetime 24-month period. Once a qualified family member begins EID, there is a start date and an end date, regardless of whether the family member maintains continual employment during the 24-month period. The initial 12-month exclusion of a qualified family member will exclude 100 percent of an increase as a result of employment over the baseline income of that family member. Upon the expiration of the initial 12-month period, JHA must phase-in the excluded earned income to include at least 50 percent of earned income over the family member’s baseline income.

Exception: Families that are enrolled and participating in EID prior to May 9, 2016 will continue to follow the prior rule (48-month exclusion period).

D. Federally Mandated Exclusions:

CFR 5.609 (c)

Additional benefits excluded from income shall be as listed below:

- The value of the allotment provided to an individual under the *Food Stamp Act*
- Payments to volunteers under the *Domestic Volunteer Services Act*

- Payments received under the *Alaska Native Claims Settlement Act*
- Income derived from certain sub marginal land of the United States that is held in trust for certain Indian tribes
- Payments or allowances under DHHS' Low-Income Home Energy Assistance Program (LIHEAP)
- Payments received under programs funded in whole or in part under the *Partnership Act*
- Income derived from the disposition of funds of the Grand River Band of Ottawa Indians
- The first \$2,000 of per capita shares from judgment funds awarded by the Indian Claims Commission or the Court of Claims or from funds held in trust for an Indian tribe by the Secretary of the Interior
- Federal scholarships funded under Title IV of the *Higher Education Act of 1965*, including awards under the Federal work study program or under the Bureau of Indian Affairs student Assistance program
- Payments received from programs funded under Title V of the *Older Americans Act of 1965*
- Payments received on or after January 1, 1989 from the Agent Orange Settlement Fund or any fund established pursuant to the settlement in the *In re Agent Orange* product liability legislation
- Payments received under the *Maine Indian Claims Settlement Act of 1980*
- Child care arranged or provided under the *Child Care and Development Block Grant Act*
- Earned Income Tax Credit refund payment
- Payments by the Indian Claims Commission to the Confederate Tribes and Bands of the Yakima Indian Nation or the Apache Tribe of the Mescalero Reservation
- The first \$2000 of income received by individual Indian derived from interests or trust or restricted land
- Any allowance paid under provisions of *38 U.S.C. 1805* to a child suffering from spina bifida who is the child of a Vietnam Veteran
- Any amount of crime victim compensation that the applicant (under the *Victims of Crime Act*) receives through crime victim assistance (or payment or reimbursement of the cost of such of a crime against the applicant
- Any other as required by HUD

E. Exclusion for Census Takers:

HUD has excluded the amounts earned by temporary Census employees for determining income in the department's assisted housing programs. Terms of employment may not exceed one hundred eighty (180) days for the purposes of the exclusion.

F. Mandatory Deductions to Income:

- \$480 for each dependent including full-time students or persons with disability,
- \$400 for any elderly family or disabled family,
- The sum of the following to the extent the sum of the following exceeds 3% of income:
 Unreimbursed medical expenses of any elderly family or disabled family,
 Unreimbursed reasonable attendant care and auxiliary apparatus expenses for disabled family member(s) to allow family member(s) to work.
- Any reasonable child care expenses necessary to enable a member of the family to be employed or to further his or her education. (See Section L.)

G. Other Considerations for the Determination of Income:

1. Abandonment

If a unit is not occupied for more than thirty (30) consecutive days, it may be considered abandoned unless the housing authority and owner/manager have been notified in advance and authorized the absence.

Satisfactory proof of hospitalization or military deployment may be exceptions to these designations. The agency may pay the owner/manager for a unit under these circumstances for ninety (90) days from the date of hospitalization or deployment. After ninety (90) days, the case may be reviewed and authorization for payment given by the Vice President of Section 8 or his/her designee for up to an additional ninety (90) days. The unit must meet HQS standards during the entire period.

There is no provision for resumption or reinstatement of assistance after the maximum one hundred eighty (180) day payment for an unoccupied unit.

Imprisonment will not be considered an exception: notice must be given to the owner and JHA. Payment will continue for up to sixty (60) days, after that the unit will be considered abandoned. The unit must meet HQS standards the entire period.

- Current paid rent and electricity do not conclusively prove residency if other indications prove the unit was not occupied.
- If the date of abandonment (or vacancy for other reason) cannot be determined, the housing authority may assume the unit is vacant on the day of an electricity cut-off order.

2. Temporarily and Permanently Absent Household Members

If there is a one-parent home and the children are taken away from the parent because of abuse, but after counseling the children will be returned, the housing authority will try to find out from the Department of Children and Family Services how long it will be before the children will be returned. The parent will retain his/her eligibility as a remaining member of the tenant family. He/she may have to be issued a different size certificate or housing voucher, depending on the length of time the child(ren) will be out of the unit.

To determine whether or when the bedroom size should be changed, the case should be taken to the Vice-President of Section 8 or his/her designee, who will use the court ordered case plan as a guide. However, failure of the participant to follow the case plan as ordered shall be cause to reduce the bedroom size.

If the single parent leaves the household and if another adult is brought in to take care of the children while the parent is away, as long as the family continues to meet the definition of family, the family assistance will not be terminated. A change in family composition will be made if the stay is longer than the visitor provision defined in the lease.

To avoid instances of minor children being left homeless, if the single parent dies, the review to be made shall be: what is in the best interest of the remaining minor children if another adult is brought in to care for the children, so long as the family continues to meet the definition of a "family". This shall be reviewed on a case-by-case basis and a change in family composition may be made.

To be considered the remaining member of the tenant household, the person must have been previously approved by JHA to be living in the unit. In order for a minor child to continue to receive assistance as a remaining member of a tenant household: (1) emancipated minor status must be awarded by a court, or (2) JHA must verify that a social service agency and/or the Juvenile Court has arranged for another adult to be brought into the assisted unit to care for the child(ren) for an indefinite period.

As above, where the reduction in family size also results in a reduction in the unit size for which the household is eligible, the Payment Standard applicable to the reduced unit size shall apply.

- The family may remain and pay a higher percentage of income for rent, not to exceed 40% adjusted monthly income.
- Or the family may give notice to the owner with intent to vacate and be issued another voucher to search for a unit (consistent with the terms of the lease).

(1) Spouse

If the husband or wife leaves the household and the family declares them permanently absent in writing, they will be determined permanently absent and will be removed from the lease.

If the husband or wife leaves the household and the period of time is estimated to be less than three (3) months, the family member may be determined temporarily absent.

If an assisted family breaks up, the assistance will remain with the party listed as head of household on the most recent recertification; if none, at application. If this is an amicable break up, the participant may designate who gets the assistance (this must be documented in writing by the person on record as head of household).

If the spouse is incarcerated, a document from the court or prison should be obtained to determine how long they would be incarcerated.

(2) Adult Child

If an adult child goes into the military and leaves the household, they will be determined permanently absent.

A student (other than husband or wife) who attends school away from home, but lives with the family during school recesses, may be considered permanently absent (income not counted, not on lease, not counted for certificate/voucher size) or temporarily absent (income counted, on lease, counted for voucher size) at the family's option.

(3) Joint Custody of Child(ren)

Children who are subject to a joint custody agreement, but live in the unit at least fifty percent (50%) of the time, will be considered members of the household. Fifty percent (50%) of the time is defined as one hundred eight three (183) days of the year, which do not have to run consecutively. Proven deviation from a court order will be considered when determining bedroom size.

(4) Sole Member of Household

If the sole member of the household has to leave the household for more than three (3) months, the unit will not be considered their principal place of residence. They will be terminated from the program, unless the tenant requests an extension by submitting documentation from a reliable medical source that he/she will return within a total of six (6) months (an additional three (3) months).

(5) Visitors

Any guest in the unit for more than fourteen (14) calendar days during any six (6) month period must be approved by the owner/manager, and this agency must be notified. Failure to do so will be a violation of the lease (unauthorized person residing in the unit).

H. Reporting to the Housing Authority

The family must declare a member as permanently or temporarily absent in writing to the housing authority with the occurrence of the circumstance. The housing authority will advise the family at that time, what the options are and how it might affect the total tenant payment and the certificate or voucher size.

Any adult family member(s) requesting to be removed from the household must submit documentary evidence before he/she is removed from the household.

Evidence includes, but not limited to:

- A new driver's license with the new address
- A new lease with the new address
- College registration in another city or state
- Utility or other bills showing another address
- In extreme circumstances when this information is unattainable, we will accept notarized letter from head of household

The family should be counseled at briefings and reexaminations of the effect of the permanent/temporary absence policy on their income.

I. Temporarily Absent Family Member's Income

Income of temporarily absent family member(s) is counted.

If the spouse or head of household is temporarily absent and in the military, all military pay and allowances (except hazardous duty pay when exposed to hostile fire, and other approved excluded income) is counted as income.

J. Income of Persons Permanently Confined to Nursing Home

If a family member is permanently confined to a hospital or nursing home, and there is a family member left in the household, the housing authority will exclude the income of the person permanently confined to the nursing home and they will receive no deductions for the confined family member. (For determination as to whether the person is confined to a nursing home on a temporary or permanent basis, see the definition of Temporarily/Permanently Absent in this Plan).

K. Averaging Income

There are two (2) ways to calculate income when the income is not received for a full year:

1. Annualizing current income (and subsequently conducting an interim re-examination if income changes); or
2. Averaging known sources of income that vary, to compute an annual income (no interim adjustment if income remains what was calculated).

The housing authority will use the averaging current income method for all families unless it is a school board or seasonal employee.

School Board/Seasonal Employees

To determine subsidy on school board/seasonal employees, the Jacksonville Housing Authority will annualize the participant's projected income and then conduct an interim reexamination when the participant's income changes. The PHA may annualize the family's income anticipated for a shorter

period, subject to a redetermination at the end of the shorter period. All income will be annualized at 12 months, to allow interims during the 12 month period.

Example:

Participant is currently employed with First Student Bus Co. earning \$9.50 hourly and works approximately 30 hours a week. When school begins, annualize the income @ \$9.50 x 30 hours a week, then x 52 weeks. When school ends for the summer, the participant will have to report their current status of employment, or unemployment, and current income. An interim reexamination will be processed on the current income, with a projected annualized calculation. When school begins, the participant must report it, then the employment will be once again be annualized for the upcoming year on the current income.

Last year's income can be analyzed to determine the amount of income to be anticipated when it cannot be clearly verified.

If the last three (3) months income is representative of the income which may be anticipated for the next year, such as overtime worked when the employer cannot anticipate how much overtime the family member will have over the next year, or temporary or labor pool employment, the last three (3) months may be used to anticipate the income.

If the last three (3) months income is not representative of the income that may be anticipated for the next year, such as overtime worked, temporary or labor pool, or employment only at Christmas, the time worked for the entire year will be used to anticipate income.

If the anticipated income from the employer shows a raise in pay, which is to occur four (4) months from the effective date of the recertification, income is to be calculated at the old rate for four (4) months and at the new rate for eight (8) months.

If there are bonuses to be anticipated, but the employer does not know how much the bonus will be, the bonus from last year, if any, will be used for calculation purposes.

If, by averaging, a reasonable estimate can be made, that estimate is used instead of changing the Housing Assistance Payment (HAP) every month.

At recertification, the housing authority can use last year's income, if the income cannot be anticipated for the coming year.

L. Child Care

CFR 5.603 (b) and CFR 5.611 (a)(4)

Child care expenses shall be reviewed for "reasonableness". "Reasonableness" shall mean for licensed child care providers, the maximum child care expense that may be deducted from annual income is the current full-time payment rate schedule as established by the Early Learning Coalition of Duval. For unlicensed child care providers, the maximum child care expense that may be deducted from annual income is the current payment rate schedule for Informal Providers, as established by the Early Learning Coalition of Duval.

The determination for allowing reasonable expenses as a deduction for child care uses the following standards:

- Child care to work: The maximum child care allowed will be based on the amount earned by the person enabled to work. The “person enabled to work” will be the adult member of the household who earns the least amount of income from working.
- Child care for school: The housing authority will compare the number of hours the family member is attending school and base the reasonableness standard on the number of hours attending school versus the number of hours claimed for child care.

The child care allowance is only for children under the age of thirteen (13). Child care paid for by the Department of Children and Family Services, government programs, student scholarships and grants, etc., are not eligible for the child care allowance.

M. Minimum Rent

The minimum rent of fifty (\$50.00) has been established and applies to all programs. All clients reporting zero (\$0) income or whose Total Tenant Payment is less than fifty (\$50.00) will be assessed the minimum rent.

1. Exception to Minimum Rent

Families will be notified of their right to request an exemption from minimum rent and that the determinations are subject to the grievance procedure. If the family requests a hardship exemption, the minimum rent requirement is immediately suspended and the housing authority will follow the regulations. Any applicant/participant requesting a waiver for a hardship from the minimum rent must submit written documentation of their inability to meet financial obligations. Examples of circumstances that may qualify as reasons for hardship waiver are:

- a. Family has lost eligibility, or is awaiting eligibility determination for federal, state, or local assistance.
- b. Decreases in income due to changed circumstances.
- c. Loss of employment.
- d. Participant would be evicted as a result of non-payment of the minimum rent.
- e. Death in the family.

When a request for hardship is received, the waiver of payment will be immediately granted for a period of ninety (90) days. During that ninety (90) day period, the client will not be required to pay the minimum rent. However, if the housing authority determines that the waiver is of a temporary nature, the requesting family will have to repay the agency the amount of their portion of the rent, which would have been due during that ninety (90) day period.

If the hardship is reasonably determined to be long term, the housing authority will not require the family to repay the minimum rent for the initial (90) day period. The family must recertify their eligibility every thirty (30) days.

SECTION VII – VERIFICATION PROCEDURES

A. General Policy

These policies apply to all Section 8 programs.

The housing authority verifies family income, family composition, status of full time students, value of assets, factors allowing a preference, and other factors relating to eligibility determinations before an applicant is issued a certificate or housing voucher. Verification procedures shall apply to applicants and participants, where applicable.

Documentation of fulltime student status shall be conducted by third party verification.

Live-in Aide verification: shall be made by written certification from a doctor or other professional as would be appropriate in making the determination that the live-in aide is “essential” to the care of the one or more elderly persons, near-elderly persons or persons with disabilities.

The housing authority will have each applicant/participant sign a HUD Form 9886, Authorization for the Release of Information.

A quality control check is made by supervisors of at least twenty-five percent (25%) of all files during each fiscal year. The Total Tenant Payment and rent calculations are figured on the computer.

B. Enterprise Income Verification- (EIV)

24 CFR 5.233

The JHA is required to use the EIV system in its entirety. This means that the JHA must use all features of the EIV system to:

- a. Verify tenant employment and income information during mandatory reexaminations of family composition and income in accordance with 24 CFR 5 §4.236
- b. Reduce administrative and subsidy payment errors in accordance with HUD administrative guidance.

The JHA is required to provide form HUD-52676: Debts Owed to PHAs & Terminations to all adult applicants and participants (one time only). At the next interim or annual reexam, require individuals who reach the age of 18 to sign the form and provide copy of the form to the individual.

The JHA must prior to admission:

- Conduct a former tenant search for all adult family members 18 years of age or older.
- Conduct an existing tenant search for all household members.

The JHA must during program participation:

- Conduct an income report for each household within ninety (90) days of initial move-in.
- Thereafter, for all interim or annual reexaminations the Income report must be documented and verified.

As required the JHA will enter adverse information, which includes amounts owed to the agency and termination reason, for all families that end participation.

C. Minimum Income

There is no minimum income requirement to be eligible for assistance, but the staff should use good interviewing skills to determine whether there actually is income, but it is not being reported.

Families may not be required to apply for welfare, but it may be suggested to them. Any household member age 18 or older who claims to have no income from any source will be required to complete a zero-income certification form. The zero-income form must be notarized if it is not completed in front of JHA staff.

SECTION VIII – BRIEFING OF FAMILIES AND ISSUANCE OF HOUSING VOUCHER

A. Briefings

1. Purpose of the Briefing

The purpose of the briefing is to review the voucher packet to fully inform the participant about the program so he/she will be able to discuss it with potential or participating owners.

2. Briefing Attendance Requirement

All family members age eighteen (18) and older are required to attend the briefing when they are initially issued a housing voucher. No housing voucher will be awarded unless the household representative has attended a briefing. If this is a hardship for other family members, a supervisor may authorize the issuance of a voucher. Exceptions are made for homebound and hearing-impaired applicants.

Failure of an applicant to participate in the briefing shall result in withdrawal of his/her application. The applicant will be notified of such withdrawal and determination of ineligibility, and of his/her right to an informal review.

SEE SECTION IN THIS PLAN RELATIVE TO APPLICANTS WITH DISABILITIES

3. Format of the Briefing

Briefing, or orientation, of the voucher holders is conducted on a group basis. Applicants are interviewed in groups, given an opportunity to ask questions and requested to sign various forms and documents. Individual briefing may be done by staff where deemed appropriate; examples: incoming portable families; as an accommodation; the Single Room Occupancy, Project Based Certificate and Moderate Rehabilitation clients.

The applicant is provided with an information packet containing:

- Those items required by Federal law
- A general information brochure explaining the basics of the rental program for landlord use
- A current list of interested landlords (at request) and address of their available property
- Description of Fair Market Rents or Payment Standard
- Procedures for notifying the housing authority and/or HUD of program abuses, such as an owner requiring side payments or other overcharges or Housing Quality violations in the unit
- Any supplemental material the housing authority may deem necessary

4. General Policies

In addition to the briefing requirements to be covered and determined by HUD regulations, the following items shall be discussed thoroughly in the briefing session:

Attention will be called to the warning section on various forms, which require signature.

The family will be notified of information the housing authority must give to the owner to include:

- The family's current address
- The name and address of the landlord at the family's current and prior address

The housing authority shall explain the resident's responsibilities regarding increased rent payments when a family's rent is more than the combined total of housing voucher subsidy allowed and their payment in the housing voucher program.

5. Household Obligations Under the Voucher Program

Generally, under the voucher programs, the relationship between resident and landlord is the same as in the private housing market.

However, once a household receives a voucher, the family has the following additional obligations as well as to comply with those obligations described in the regulations.

- Find a rental unit which is the correct size
- Return proper forms to the housing authority within the voucher period so the unit may be approved
- Obtain approval of the JHA prior to moving into a dwelling. If a family moves into the unit prior to the approval, then the family will be responsible for the entire rent amount. Unless the owner and the JHA have agreed to reduce the rent amount for qualification
- Keep appointments set by the housing authority for determination of continued eligibility
- Notify the housing authority in a timely manner of changes in household composition and certain types of changes in income (changes must be submitted in writing and within ten (10) business days of the change)
- Notify the housing authority and owner prior to moving from their unit
- To prevent multiple subsidies, all family members must maintain the assisted residence as the primary residence

6. Owner Referrals

Voucher holders are notified at their briefing session that the housing authority updates the advertisement listings for participating owners, and they are invited to have copies of the list in the housing authority office. Upon request, additional assistance is provided.

B. Security Deposit Requirements

1. The maximum security deposit that can be collected by the owner cannot be more than they collect from market rate tenants.
2. The family is responsible for paying the security deposit. Security deposits are not paid by the housing authority.
3. The owners use the security deposit for any unpaid rent payable by the tenant, damages to the unit, or other charges due under the lease. The owner must maintain and disburse the security deposit pursuant to Florida Law.
4. The security deposit is between the owner and the participant. Should there be any dispute; the participant should seek the advice of an attorney.

Arrangements with the owner to collect a security deposit in increments are completely acceptable.

The amount of the security deposit, if the resident is leasing-in-place, may remain at whatever deposit was collected by the owner.

Non-refundable fees, such as redecoration fees, will be permitted if they are not excessive and the same amount is being charged to market renters.

C. Voucher Issuance

At the close of the briefing session, each family who has brought adequate documentation to determine that they are eligible will be issued a Housing Voucher which is a contract between the housing authority and the household specifying the rights and responsibilities of each party.

If eligibility cannot be determined at the briefing, staff will give the applicant ten (10) business days to return requested documentation. A supervisor may authorize an extension of time, in cases of extenuating circumstances. Failure to provide documentation as requested will cause the applicant to be withdrawn from the waiting list.

A voucher holder shall be responsible for finding an existing housing unit suitable to the holder's needs and desires in the Jacksonville Metropolitan Statistical Area. A voucher holder may select the dwelling unit, which he/she already occupies if the unit qualifies as existing housing. Any housing assistance shall be in accordance with the approved Equal Opportunity Housing Plan.

The Project Based Voucher and Moderate Rehabilitation certification holders are selected for specific units and the certificate may not be used for any other unit.

1. Assignment of Housing Counselor

Each family is assigned to a Housing Counselor (HC) who will be its liaison with the housing authority. No provisions are made to allow a change by the enrollee, applicant, or participant. A Housing Counselor must request a change if he/she is assigned a family member, close friend or other client, which might appear to be a conflict of interest. Administrative changes can be made in whole or in parts of caseloads.

2. Expirations

The voucher is valid for a period of sixty (60) days from the date of issuance. Prior to expiration, the family may contact the housing authority to inquire about any help the housing authority can provide the family in locating suitable housing.

To avoid any family obtaining a unit which they cannot afford, the voucher shall be issued based on the documents provided and verified by the JHA. Once the voucher has been issued, no changes shall be made to the amount or bedroom size. Any change in Total Tenant Payment (TTP) based on income shall be calculated thirty (30) days after the authorized move in date.

However, the JHA understands that there may be instances in which the income or bedroom size may change, which should be addressed.

Those instances shall be:

- a. Receipt of a pending award of TANF, SSI, Social Security, Veterans income
- b. Re-employment of a member of the family which has had verified continuous employment, for a period of six (6) consecutive months, but who had lost their employment due to an accident or lay off, at the issuance of the voucher, and prior to the expiration of the sixty (60) day voucher term
- c. Death in the family
- d. Birth
- e. Reduction of any source of income

The family must submit a Request for Tenancy Approval within the sixty (60) day period unless an extension has been granted by the housing authority.

The housing authority will grant a family with a disabled member the full one hundred twenty (120) days at issuance as a reasonable accommodation.

3. Extensions

It is the policy of the JHA not to grant Voucher extensions. However, due to extenuating circumstances, an extension may be approved.

EXTENUATING CIRCUMSTANCES:

All requests for extensions must be in writing and received prior to the expiration date of the voucher. A voucher will not be extended for longer than a maximum of 240 calendar days from the date of voucher issuance.

Extensions are permissible at the discretion of the housing authority primarily for three (3) reasons:

- a. Extenuating circumstances, such as hospitalization or a family emergency for an extended period of time, which has affected the family's ability to find a unit within the initial sixty (60) day period. Verification is required.
- b. The family has evidence that they have made a consistent effort to locate a unit and has requested support services from the housing authority staff throughout the initial sixty (60) day period with regard to their inability to locate a unit.
- c. The family has turned in a Request for Tenancy Approval form prior to the expiration of the sixty (60) day period, but the unit has not passed Housing Quality Standards.

The housing counselors may authorize extensions, but never to exceed 120 days from date of issuance, taking suspension (tolling) into account. A supervisor may review the decision to extend or not when the participant questions it.

Extensions as a Reasonable Accommodation:

The JHA shall grant requests for extensions of the voucher as a reasonable accommodation. Those requests must be in writing and must be received prior to the expiration of the initial term of the voucher.

If a family believes discrimination because of race, color, religion, sex, national origin, age, familial status or disability has prevented them from finding or leasing a suitable unit, the housing authority will give the family information on how to fill out and file a housing discrimination complaint.

4. Suspension (Tolling)

On the date a completed (see below), Request for Tenancy Approval is received in our office, the time stops on the voucher. If the participant is unable to follow through with the leasing of the unit through no fault of theirs (for example, property manager refuses to accept the approvable rent or is unable to complete the repairs) then suspension starts. This does not include an instance of the participant's decision not to rent; a Request for Tenancy Approval does not stop the time if the participant changes her mind. The participant will receive the remaining time on their voucher.

The Request for Tenancy Approval is considered complete if all of the vital information is on the form. The minor missing information can be verified by the housing counselor calling the property manager.

Suspension does not occur when the Request for Tenancy Approval is submitted on the last day of the voucher or after the voucher has expired.

D. Portability

[24 CFR 982.353]

Portability applies to families moving out of or into the JHA's jurisdiction within the United States and its territories.

Incoming Portability

The initial PHA must advise the family how to contact and request assistance from the receiving JHA. The initial PHA should use the HUD-52665 to identify to the receiving JHA which PHA is referring the family. The JHA may choose to absorb the family or to bill the initial PHA for housing assistance payments (HAP) and administrative fees. The term of the receiving JHA voucher may not expire before the expiration date of the initial PHA voucher. Any extensions to the initial PHA's voucher, which may be necessary to allow the family additional search time, to return to the initial PHA's jurisdiction, or to move to another jurisdiction, would be at the discretion of the initial PHA. The family unit size is determined in accordance with the subsidy standards of the receiving housing authority, and JHA will calculate the income family's unit size. At any time, either the initial PHA or the receiving JHA may make a determination to deny or terminate assistance to the family in accordance with CFR 982.552 and 982.553.

Applicants

If the portable family is an applicant and was not already receiving assistance in the initial PHA's tenant – based program, the initial PHA must determine whether the family is eligible for admission to the receiving JHA's voucher program. The initial PHA must provide the family computation and income information to the receiving JHA so that it is easily verifiable as to what was reported to the initial PHA at the time of eligibility. The receiving JHA may delay issuing a voucher or otherwise delay approval of a unit only if recertification is necessary to determine income eligibility.

Participants

Income eligibility is not redetermined when a participant family (a family that is already under a HAP contract) exercises portability. However, the JHA may take subsequent action, recalculating the HAP payment based on updated income information. Current program participants may not add family members to the residence during the time of portability without prior approval from the initial PHA.

The initial PHA must give the receiving PHA the following documents:

- Form HUD-52665 Family Portability Information, Part I completed
- The family's most recent form HUD-50058 – including the EIV information
- Related income verification information for the current HUD-50058
- Copies of all citizen/eligible immigrant verification
- A copy of the family's voucher

Outgoing Portability

Within the limitations of the regulations and this policy, a participant family has the right to tenant-based voucher assistance outside the JHA's jurisdiction, anywhere in the United States that has an administering PHA. When a family provides written request to move outside of the JHA's jurisdiction, the request must specify the area to which the family wants to move, as well as the name and address of the appropriate PHA. Subsidy standards and income limits vary from PHA to PHA, and the JHA will advise the family to contact the receiving PHA regarding its policies and procedures and the JHA will make contact with the receiving PHA by U.S. Mail, telephone, fax, or e-mail.

The JHA may, if warranted by funding constraints, and if permitted under the regulations, deny a family's portability to a higher cost area.

The JHA will make its billing payments to the receiving PHA within 30 days of receiving Part II of form HUD-52665 from the receiving PHA and subsequent payments must be received by the receiving PHA no later than the fifth working day of each month.

If the JHA does not receive a billing from the receiving PHA within 60 days of the initial expiration date of the voucher, the JHA will contact the receiving PHA to ascertain the status of the family. If the family is not under lease, the JHA may, based on available vouchers, advise the receiving PHA that it will not accept subsequent billings on behalf of the family. If subsequent billings are received after contact with the receiving PHA, the JHA will return them and advise the receiving PHA to absorb the family. However, if the JHA is advised, at first contact, that the family is under a HAP contract and the receiving PHA cannot absorb the family, the JHA is required to accept the subsequent late billing.

Once the JHA (initial PHA) sends the family's portability paperwork to the receiving PHA, the JHA is no longer administering that family's voucher. The JHA cannot provide assistance for the family beyond their intended move-out date. If the family requests an extension of their assistance, the receiving PHA must return the portability paperwork to the JHA to reinstate the family's assistance. If the family then chooses to port, they must once again submit a written request to initiate the portability process.

The JHA cannot accept the return of a family with an expired voucher, but will accept the return of a family with an active voucher providing that family is returning no later than sixty days after the expiration of the initial voucher term.

Outgoing Portability Restrictions

Applicants

If neither the head of household nor spouse had a domicile (legal residence) in the JHA's jurisdiction at the date of initial application for assistance, the family may not be permitted to exercise portability upon initial issuance of a voucher for a term of one (1) year, unless the JHA approves the move.

For a portable family not yet receiving assistance in the JHA's jurisdiction, the JHA must determine whether the family is eligible for admission under the receiving PHA's program. In order to make this determination, JHA will advise the family regarding the receiving PHA's income limits.

Participants

The JHA will not permit families to exercise portability if:

- The family owes money to the JHA, or if the family is delinquent on repayment of monies owed to any other PHA.
- The family is ineligible to move as outlined elsewhere in this Chapter.
- The family is being investigated for possible ineligibility for the program.
- If a PHA denies a family's move into its jurisdiction, the PHA must offer the family an

- opportunity for an informal hearing.
- A family cannot extend its move-out notice if a portability packet has been issued to the receiving PHA.

SECTION IX – CONTINUED PARTICIPATION WHEN ASSISTED FAMILY MOVES

24 CFR 982.311 (2)

If an assisted family notifies the housing authority that it wishes to obtain another voucher for the purpose of finding another unit to which it wishes to move, the housing authority may (unless it does not have sufficient ACC authority for continued assistance to the family) issue another voucher or process a Request for Tenancy Approval as long as federal HUD rules and regulations have been followed, the family has met the requirements as outlined in this Plan and there exists no outstanding debt by the family to the housing authority which has not been paid as agreed.

The family must give the housing authority and owner thirty (30) days' notice to move. If the participant remains in a unit after the agreed-upon move-out date, the participant is responsible for full rent.

If the new unit passes its inspection before the contract anniversary date, the housing authority will not pay rent on the new unit until after the previous contract payments have stopped, or after the date of the agreed upon date of cancellation. If a participant family moves from an assisted unit with continued tenant-based assistance, the term of the assisted lease for the new assisted unit may begin during the month the family moves out of the first assisted unit. Overlap of the last housing assistance payment (for the month when the family moves out of the old unit) and the first assistance payment for the new unit, is not considered to constitute a duplicative housing subsidy.

Failure of a participant to move into a unit by the effective date of contract/lease may be deemed 'good cause' for the owner/manager to terminate the lease in the first year of lease/contract.

Any family that owes the housing authority for unreported income, unpaid rent, vacancy or damages paid by the housing authority to a former landlord will not be allowed to move to a new unit until the debts are repaid in full or as agreed.

This amount will be established, notice shall be given to the family and an opportunity for hearing will be given.

If arrangements were made with the family for a reasonable repayment schedule to the housing authority, and the family does not pay all debts at the anniversary date of the lease or the expiration of the repayment agreement, whichever is later, their assistance will be terminated. A repayment agreement, paid as agreed, will not prevent the family from moving.

If the family enters into a repayment agreement at any other time during the term of the lease and they do not fulfill their promises to pay, the housing authority will not issue another voucher for any reason. The assistance will not be terminated (for lack of payment) but the family will not be allowed to move with continued assistance. This includes instances that are beyond the control of the family (for example, if the unit is not in compliance with HQS and owner will not make repairs). This can be reviewed on a case-by-case basis by the Vice-President of Section 8 or his/her designee.

A family under housed or over housed with a project based certificate (Mod Rehab or PBC) will be offered an available unit in the same program. If none is available, these two programs will interchange to find a unit. If the proper unit size is not available in either program, a voucher will be issued. Refusal of a voucher will be grounds for termination.

In Mod Rehab or PBC, if there is a mutual agreement for the participant to move, they may do so even if there is no change in unit size. There will be no vacancy paid to owner or assessed to participant if there is a mutual agreement. In the event of the participant giving at least thirty (30) days' notice to move, vacancy is paid to the owner, but not assessed to participant.

SECTION X – LOCATING SUITABLE HOUSING

A. Responsibility for Locating Housing

Once a voucher has been issued, it is the family's responsibility to locate suitable housing. This means that the housing must be within the rent limitations determined by a rent comparable study, must meet the Housing Quality Standards (HQS) and Jacksonville Housing Safety Codes requirements, including minimum bedroom size requirements for units.

The housing authority will maintain updated referral lists of owners who have contacted the housing authority to list their available units. The list will be made available to voucher holders. The housing authority will provide suitable assistance upon request, to those families with special needs. The housing authority will keep a list of known units, which are accessible for persons with disabilities.

B. Eligible Types of Housing

All structure types can be utilized, including but not limited to: single family, duplex, triplex, quadruplex, townhouses, mobile homes and high-rises.

Families may not lease properties owned by relatives unless the housing authority determines that approving the unit would provide reasonable accommodation for a family member who has a disability.

C. Request for Tenancy Approval

1. When a family has found a unit it wants and the owner is willing to lease, the family shall submit to the housing authority a Request for Tenancy Approval signed by the owner of the unit and the family, together with the family's and owner's inspection report. The SRO Homeless will submit the documentation from the owner as prescribed by the housing authority.
2. The housing authority will not permit a family to submit more than one request at a time, nor shall the same property be accepted for more than one family at a time.
3. With the Request for Tenancy Approval, the property owner/manager will be notified of:
 - a. The family's current address;
 - b. The name and address of the landlord at the family's current and prior address.

No other information shall be given, unless authorized by law.

In instances where not authorized by law, if the participant/applicant wishes a third party to have access to their file, they must submit a written authorization to the JHA. Special caution will be taken in cases of a battered spouse or family in protective services; these may be referred to a supervisor.

4. No present or former member or officer of the housing authority, no employee of the housing authority who formulates policy or influences decision with respect to the Section 8 Program and no public official of a governing body or state or local legislator or their spouses who exercise functions or responsibilities with respect to the Section 8 Program, during this person's tenure or for one year thereafter, shall have any direct or indirect interest in the Section 8 Contract between the housing authority and the program participant, or in any proceeds or benefits arising from it.

SECTION XI – HOUSING QUALITY STANDARDS AND JACKSONVILLE SAFETY CODES

A. General Purpose

The housing authority is required by HUD regulations to inspect the rental units to ensure that they are “decent, safe, and sanitary” in accordance with Housing Quality Standards and agency policy which includes the standards of the Jacksonville Housing Safety Code.

No unit will be initially placed on the voucher program unless these standards are met. Units must also meet the standards as long as the family is on the program. The housing authority will conduct initial, annual and special inspections.

The housing authority provides owners and residents with move-in inspection forms and encourages their use.

B. Condition of Unit

1. Before approving a lease, the Section 8 housing inspector shall inspect the rental unit for compliance with the Housing Quality Standards and the City’s Housing Safety Code. The unit shall be inspected on the date, which the owner indicates it is ready for inspection or as promptly as possible thereafter.
2. If there are defects or deficiencies which must be corrected in order for the unit to be decent, safe and sanitary, the owner shall be advised by the housing authority of the work required to be done and given a specific time for the work to be completed; usually seven (7) days for initial inspections or thirty (30) days for annual recertification inspections. Before a contract is executed or renewed, the unit must be re-inspected to ascertain that the necessary work has been performed and that the unit has been approved as decent, safe and sanitary.
3. With permission and approval from JHA’s President and/or Vice-President, and only in extreme emergencies, JHA will have the discretion, to approve the assisted tenancy and commence housing assistance payments if the unit fails the inspection but only has non-life threatening HQS deficiencies. However, JHA will give notice to the owner of the noted deficiencies and allow no more than thirty (30) days to remedy the noted deficiencies. JHA will withhold any assistance payments if the non-life threatening deficiencies are not corrected to comply with HQS after the first incidence of non-compliance. Approval from the President and/or Vice-President must be in writing and be in the record of the assisted household.
 - a. Definition for Life-threatening (LT): See HUD’s definition of Life-threatening and Non-Life-threatening at Chapter 10 HCV Handbook.
4. A report of every inspection and re-inspection shall be prepared and maintained in the files of the housing authority. Each such report shall specify:
 - a. Any defects or deficiencies, which must be corrected in order for the unit to be decent, safe and sanitary;
 - b. A record of any other defects or deficiencies shall be maintained for use in the event of a subsequent claim by the owner that defects or deficiencies were caused during the period of occupancy by the family.
5. In order to ensure that the inspections department is adhering to the Section 8 Housing Quality Standards and Housing Safety Code and are providing consistent determinations, a

random sample of the approved units shall be re-inspected by the inspections supervisor. Should numerous complaints be received by the inspection supervisor for a particular owner or apartment community an audit may be done on all assisted units in that community.

6. If the rental unit of an assisted family fails to meet Housing Quality Standards or Jacksonville City Code due to negligence by the owner and the owner fails to cooperate in making repairs within the time allowed by the housing authority, the rent will be abated and the assisted family may be given another voucher to look for another unit which meets inspection codes, provided the family is in good financial standing with the housing authority. If the family wishes to remain in the unit and it fails to meet HQS within forty-five (45) days of the first inspection, assistance may be terminated.
7. The following variance waiving HQS under the thermal environment acceptability criteria has been approved by the HUD Field Office:

Unvented fuel burning heaters The City of Jacksonville Housing Assistance program may allow the use of unvented fuel-burning heaters in units given the following specifications:

1. The heater must be approved by American Gas Association and such approval seal fixed to the heater;
2. It must not exceed an output of thirty (30) BTU's per hour per cubic foot of room space or space in which the heater is installed.

Note: The heater, whether vented or not, must be properly installed at all times during the terms of the contract and lease.

All complaints by families concerning non-compliance by the owner with the program's Housing Quality Standards or the Jacksonville Safety Code Standards shall be retained by the housing authority for three (3) years.

C. Units Not Decent, Safe and Sanitary

1. Owner Responsibilities

If the housing authority notifies the owner that he has failed to maintain a dwelling unit in a decent, safe and sanitary condition and the owner fails to take corrective action within the time prescribed in the notice. The housing authority may exercise any of its rights or remedies under the Housing Assistance Payments Contract, including abatement of housing assistance payments (even if the family continues in occupancy) and termination of the contract. If the family does not owe the agency money or has a repayment agreement which is paid current, and wishes to be housed in another dwelling unit with Section 8 assistance and the housing authority determines to terminate the Housing Assistance Payments contract, the housing authority shall issue to the family another voucher. At any time the unit has failed a second inspection, the family may be allowed to move (unless a delinquent debt is owed). Any request for a third inspection must be in writing and approved by a supervisor.

2. Resident Responsibilities

Those items, which cause the unit to fail, that are attributed to resident damage will not be cause for owner abatement. Residents will be given notice of termination if they have not brought their units into compliance at the time of the second inspection. The owner must agree, in writing, to a third inspection, which must be approved by a supervisor.

D. Unit Size Which Varies from Voucher Designation

A voucher will be issued based on the smallest size for which the family qualifies for per HUD's rules and regulations and JHA Admin Plan occupancy standards. The participant must sign a waiver if he/she chooses an overcrowded unit per our policy's occupancy standard. Approval for change of unit size will thereafter be denied unless there is also a change in family size.

1. Voluntary Overcrowded Units

The family may select a smaller size unit provided that there is at least one (1) sleeping room or living/sleeping room of appropriate size for each two (2) persons in the household. The family will be required to sign an affidavit stating they accept a smaller unit than they are eligible for:

- a. Any area used for sleeping must have a window and adequate heating source if it does not meet the HQS definition of a bedroom.
- b. In the Moderate Rehabilitation and Project Based Voucher program, if a family chooses a smaller size unit, the Fair Market Rent (FMR) is based on actual bedroom size, not unit eligibility.
- c. In the voucher program, if a family chooses a smaller size unit, the subsidy is based on the actual unit size. In all cases of family choice, no more than two (2) persons per bedroom are permitted.

2. Overcrowded Units

If the housing authority determines that the assisted unit occupied by a participant family has not met the space requirements because of a change in family composition, the housing authority shall issue the participant family a new voucher, and the family shall try to find an acceptable unit as soon as possible. If an acceptable unit is found that is available for occupancy by the family, the housing authority shall terminate the certificate/voucher contract for the original unit in accordance with its terms.

Resolution of critically overcrowded situations will be approved if at all possible. Seven (7) people in a three (3) bedroom unit might be considered critically overcrowded. Critically overcrowded will be defined as one (1) or more persons over the established guidelines for bedroom size. Required bulky medical equipment (including wheelchairs) will be considered a factor in increasing a unit size a reasonable accommodation request.

Utility allowance will be calculated on the lesser of the size authorized on the family's voucher or the size of the unit the family selects.

SECTION XII – LEASE AND HAP/VOUCHER CONTRACT EXECUTION

A. Documents Submitted

The owner must submit to the agency a copy (does not have to have original signatures) of the lease. This will be completed once the effective date has been established. The effective date must be the later of:

- a. Date unit passes inspection
- b. Date unit is occupied by the resident

The Family shall be required to submit the Request for Tenancy Approval prior to the expiration of the Voucher.

B. Rent Reasonableness Determination for Vouchers

The housing authority will make a determination as to the reasonableness of the rent the owner is proposing in relation to the comparable units on the unassisted private market. Rent reasonableness determinations are made during the whole course of an assisted residency in accordance with Federal law. Leasing a unit that does not meet the rent reasonableness determination will not be approved. Rent reasonableness determinations are to be conducted at:

- Initial leasing
- Before any rent increase to the owner
- If there is a ten percent decrease in the published FMR in effect 60 days before the contract anniversary (for the unit size rented by the family) as compared to the FMR in effect one year before the contract anniversary: and
- If directed by HUD
- At the discretion of the JHA

The housing authority will certify and document on a case-by-case basis that the approved rent does not exceed rents charged by the owner for comparable unassisted units in the private market; and is reasonable in relation to rents charged by other owners for comparable units in the private market.

In determining whether the rent to owner is reasonable in comparison to other comparable unassisted units, the housing authority may consider:

- The location, quality, size, unit type, and age of the contract unit; and
- Any amenities, housing services, maintenance and utilities to be provided by the owner in accordance with the lease.

Rent reasonableness determinations will generally occur at the time of the inspection for initial leasing or annual inspections. Information will be submitted to the inspectors by the housing counselor on the proposed rent and utilities to be paid by the owner and family. This information is supplied by the owner on the Request for Tenancy Approval. The inspectors will collect and document complete information on the program unit to make accurate rent reasonableness determinations. Inspectors will identify comparable units that are located, first in the same neighborhood, then within a two-mile radius of the program unit to determine rent reasonableness. If there are few rental units in the noted area the inspector may increase the radius in order to make the best judgment possible.

If the requested rent has been determined unreasonable, owners are notified of this decision by the inspector and given the acceptable rent amount. Should the owner disagree with the Inspector, the owner will be allowed to identify and document units in the area that he/she

believes are comparable. The Inspector will review the information submitted for accuracy and make changes if warranted. The JHA is not obligated to use the comparables provided by the owner. If the decision does not change, the owner will be notified and the housing counselor will be informed. The family will be contacted to look for other housing.

C. Separate Agreements

Owners and residents may execute agreements for services, appliances (other than for range and refrigerator) and other items outside those, which are provided in the lease, if the agreement is in writing and reviewed by the housing authority.

Any appliance, service or other items, which are routinely provided to nonsubsidized residents as part of the lease (such as air conditioning, dishwasher or garage), or are permanently installed in the unit, cannot be put under separate agreement and must be included in the lease. For a separate agreement, the resident must have the option of not utilizing the service, appliance or other item.

The housing authority is not liable for unpaid charges of items covered by the separate agreement(s) and nonpayment of these agreements cannot be cause for eviction.

Copies of all separate agreements must be provided to the housing authority.

D. Execution of Housing Assistance Payment Contract

If the housing authority determines that a unit, which an eligible family wishes to lease, is in decent, safe and sanitary condition, and that the rent is approvable, the authority shall notify the owner and the family of its determination. The HAP Contract and the Lease shall thereafter be executed by the appropriate parties within sixty (60) days of the initial inspection. Although the effective date may have passed, no monies will be paid until the fully executed lease and contracts have been received by the housing authority. This may require retroactive payment. A copy of the notification shall be maintained in the authority's files together with the original Request for Tenancy Approval, HUD form 50058 and the inspection report(s) relating to the unit, and the Certificate of Rent Reasonableness.

Prior to HAP Contract execution, the housing authority will reconfirm the composition and critical information about income and allowances.

If significant changes have occurred, the information will be verified and the Total Tenant Payment will be recalculated.

JHA, after receiving the complied inspection will contact the owner by telephone or mail to request a copy of the executed lease. JHA will send the Housing Assistance Payments Contract (HAP Contract) to the owner or property manager for signature once the lease is received and the effective date is established

A contract must be fully executed within sixty (60) days of the effective date or it is void. If a supervisor determines there was owner delay, the contract will be re-negotiated for effective date. If it is determined, there was agency delay, the effective date will be changed to within the sixty (60) days and the Vice President of JHA or his/her designee will authorize payment to the owner from the administrative fee.

E. Lease Revisions

With any new lease or lease revision, the housing authority and owner must execute a new HAP contract.

F. Procedures for Setting and Revising Payment Standards

Small Area Fair Market Rent (SAFMR) Program Effective April 1, 2018 (NOTICE PIH 2018-01)

The Jacksonville Housing Authority (JHA) has been required by the Department of Housing and Urban Development to implement the Small Area Fair Market Rent (SAFMR) final rule. Under SAFMR, HUD establishes Fair Market Rents calculated by zip code, instead of entire service area. In the year the metropolitan area first transitions to a HUD-designated area, the SAFMRs will be no lower than 90 percent of the previous year's Metropolitan Area Fair Market Rent (MAFMR). In subsequent years, the SAFMRs will be no lower than 90 percent of the previous year's SAFMRs for that zip code area. JHA will establish Payment Standards within 90—110% of the SAFMR for each zip code.

Additionally, JHA will establish a payment standard of up to 120 percent of the Fair Market Rent (FMR) as a reasonable accommodation for any persons with a disability upon verifying that reasonable accommodation is justified.

Rent reasonableness

The final rule changes the percentage decrease in SAFMR/FMR that triggers the need for rent reasonableness determination from 5 to 10 percent (see 24 CFR §982.507(a)(2)(ii), §983.302(a)(2) and §983.303(b)(1)). A rent reasonableness determination will be required only when the decrease in the FMR from the previous year is exactly 10 percent.

The PHA is still required to redetermine rent reasonableness before any increase in rent to owner and/or if directed by HUD.

The use of SAFMR is expected to increase Housing Choice Voucher holders' access to housing throughout Duval County and surrounding areas by providing a subsidy that is adequate to cover rents in different areas.

SAFMR will affect all households as Fair Market Rents and Payment Standards (used to determine subsidy levels) will now vary based on the zip code of the dwelling. For those zip codes that have an increase in the payment standard, the change will take place at residents' next annual recertification or relocation/move beginning April 1, 2018. Those zip codes that will experience a decreased payment standard will only affect new move-ins.

SECTION XIII – PAYMENT TO OWNER AND OWNER RESPONSIBILITIES

Once the HAP contract is fully executed and returned to the housing authority, payments will be made to the owner/manager. A HAP register will be used as a basis for monitoring the accuracy and timeliness of payments. EFT/Checks are disbursed by the housing authority on the first business day and in the middle of each month.

A. Owner Payment in Certificate Program

The payment to the owner/manager is based upon the contract rent approved by the housing authority less the resident rent determined by the housing authority. Payment to the owner/manager is called the Housing Assistance Payment.

B. Owner Payment in Voucher Program

Rents are not restricted by the Fair Market Rent in the Housing Voucher Program. The housing authority will approve all housing voucher rents to an owner based on a reasonableness comparison to open market rents. Approvable rents which the resident will pay, are restricted in the voucher program by the regulation which does not allow the family to pay over forty percent (40%) of their income for housing for the initial term of their lease.

C. Late Fees Paid by Agency

The housing authority, according to the HAP Contract, may be liable for late fees if payment is not promptly made to the owner. If the initial payment has not been made thirty (30) days after the first of the month following the effective date of the lease and HAP Contract, and there has been no owner delay in returning executed contracts, the housing authority will pay late fees, if assessed. The Vice President of JHA or his/her designee may determine if there has been owner delay if our refusal to pay is challenged.

For subsequent payments due, late charges will not be paid if payments were generated but lost in the mail; for unforeseen computer difficulties causing delayed processing or when other owner or resident responsibilities have caused the delay.

D. Tenant Screening

24 CFR 982.307

It shall be the responsibility of the owner to screen potential tenants. The screening must be the same conducted for market rent families. The JHA shall not screen tenants as to their suitability to occupy a dwelling.

The Housing Assistance Payment Contract contains the entire agreement between the JHA and the owner and the owner is responsible for abiding by the terms as stated.

The JHA must give the owner, the name and address of the landlord (if known to the JHA) and the family's current and prior address (as shown in the JHA records). A statement must be given to the family regarding the JHA policy on providing information to owners. This must be included in the information packet that is given to the family selected to participate in the Section 8 program. The JHA will give the same type of information to all families and to all owners.

1. Owner Disqualification

A property owner does not have a right to participate in any Section 8 program.

The JHA shall disqualify an owner from participation in the Section 8 program for the following reasons:

- a. Violation of obligations under one or more HAP contracts;
- b. Threatening or abusive behavior towards JHA staff;
- c. Acts of fraud, bribery or any other corrupt or criminal act in connection with any federal housing program;
- d. Participation in any violent or drug-related criminal activity;
- e. Current or previous practice of non-compliance with HQS and or state local housing codes;
- f. Fails to pay state or local real estate taxes, fines, or assessments;
- g. Current or prior history of refusing to evict voucher or other assisted tenants for activity by the tenant, any member of the household, a guest, or another person under the control of any member of the household that:
 - (1) unreasonably threatens the right to peaceful enjoyment of the premises by other residents;
 - (2) unreasonably threatens the health, safety of residents, PHA employees, of owner employees;
 - (3) unreasonably threatens the neighbors' health, safety or neighbors' right to peaceful enjoyment of their residences;

When the JHA disqualifies an owner from participation, current participants may be asked to move, if the violation is life threatening or egregious. In instances where the violation is not life threatening or egregious, and there is more than one participant located in an apartment complex or in separate dwellings located throughout the city, then, the participants will be permitted to remain in the unit, until their next annual reexamination.

2. Change of Ownership

The housing authority must receive a written request by the owner to make changes regarding the housing authority's rent payment or the address to which it is to be sent. For ownership changes, the written request must be accompanied by the recorded Deed.

3. Abate Procedures

- a. The JHA requires all units to pass HQS inspection.
- b. First failed Inspection:
 - (1) Non-life threatening OWNER CAUSED shall have thirty (30) days in which to clear the failed item.
 - (2) PARTICIPANT CAUSED shall have thirty (30) days in which to clear the failed item.
 - (3) Violation endangers health and safety OWNER shall be given 24 to 48 hours to cure, PARTICIPANT shall be given 24 to 48 hours to cure.
- c. Second Failed inspection:
 - (1) OWNER CAUSED shall be given an abatement notice - may be given additional time to cure, while in abatement. The participant will be notified and may be issued a voucher to move.
 - (2) PARTICIPANT CAUSED shall be given a notice of termination, with a copy to the owner. If the HAP contract is in effect, the owner's payments shall not be withheld during this time, but will terminate after the 30-day notice and or hearing process has expired.
- d. Third inspections will be granted if requested in writing and within the time allowed, and approved by a supervisor.

4. Lead Based Paint Procedures

Applies to all units built on or before January 1, 1978 and occupied or to be occupied by a family with one or more children under the age of 6.

The JHA shall conduct a visual assessment for deteriorated cracking, chipping, and/or peeling paint. The JHA shall conduct a visual assessment of the common areas servicing the unit, which will be frequented by children under the age of 6, such as playgrounds.

The following shall be exempt:

- a. Units built after January 1, 1978
- b. SRO
- c. Housing built for housing the elderly

E. Deceased Residents

(PIH 2010-50) For deceased single member households or a household where the remaining household member is a live-in aide, the JHA is required to discontinue HAP to the owner no later than the first of the following month after the month in which the death occurred. The owner is not entitled to HAP for any month following the month in which the death occurred. There are no exceptions to this policy. If an owner receives HAP for any month in which the owner is ineligible to receive HAP because of a deceased tenant, the JHA must immediately notify the owner in writing of the ineligible HAP and require the owner to repay the overpayment to the JHA within 30 days. If the owner does not comply, the JHA may deduct the amount due to the PHA from any amounts due to the owner under any other HAP contract.

F. Landlord Responsibilities

The following is a summary of landlord responsibilities when renting a unit through the Jacksonville Housing Authority:

1. I certify I am the owner or the legally designated property agent for any property I submit a Request for Tenancy Approval (Voucher Package) for, and that the tenant or family does not own or have any interest in the contract unit.
2. I understand I must comply with equal opportunity requirements. I will not discriminate against any person because of race, color, religion, sex, national origin, age, familial status, or disability in connection with the HAP contract. I understand that a landlord that participates in the HCV program becomes subject to the Equal Access Rule when the owner executes a HAP contract with JHA. The Equal Access Rule [PIH 2014-20 (HA)] as defined by HUD: a private owner that participates in the HCV program must make housing available without regard to actual or perceived sexual orientation, gender identity, or marital status.
3. I understand that JHA employees, clients, agents, vendors, and other non-employees who conduct business with the Jacksonville Housing Authority are strictly prohibited from engaging in discrimination or harassment prohibited by its Fair Housing and Nondiscrimination Policy.
4. I understand I am responsible for carefully screening the family's suitability for tenancy to the same extent I screen an unassisted family. This may include the family's background with respect to such factors as rent and utility payment history, caring for unit and premises, respecting the rights of others to the peaceful enjoyment of their housing, and drug-related and criminal activity that is a threat to the life, safety, or property of others. I acknowledge that the Jacksonville Housing Authority ("JHA") neither conducts, nor is responsible for the landlord's tenant screening. Furthermore, I acknowledge JHA has no liability or responsibility to the owner or other persons for the family's behavior or the family's conduct in tenancy.
5. I understand the security deposit collected from assisted tenants must not exceed private market, or exceed the security deposit amounts charged unassisted tenants. I understand the landlord must give the JHA any information requested by the JHA on security deposits charged by the landlord for other units in the premises or elsewhere.
6. I certify the rent charged does not exceed rents charged for comparable unassisted units in the area or on the same premises. I understand JHA will perform a rent reasonableness review before approving the contract rent amount.

7. I understand my obligation to offer a lease to the tenant and the lease may not differ in form or content from any other lease I am currently using for any unassisted tenants. I understand it is my responsibility to ensure my lease complies with state and local law. The JHA will only review my lease to ensure that items required by the United States Department of Housing and Urban Development ("HUD") are addressed.
8. I understand the family members listed on the Housing Assistance Payments (HAP) Contract are the only individuals permitted to reside in the unit. I understand JHA and landlord must both grant written approval prior to other persons being added to the household (except for the birth, adoption, or court-awarded custody of a child). I understand the landlord is not permitted to live in the assisted unit while receiving any housing assistance payments.
9. I agree to comply with all requirements contained in the lease, as well as HUD's Tenancy Addendum and Housing Assistance Payments (HAP) Contract, parts A and B. I understand it is imperative that I fully understand the terms and conditions of the lease, tenancy addendum, and the HAP Contract.
10. I certify that I (including a principal or other interested party) am not the parent, child, grandparent, grandchild, sister, or brother of any member of the family. If I am related, I have received written approval from JHA approving the rental of the unit, notwithstanding such relationship, in order to provide reasonable accommodation for a family member who is a person with disabilities.
11. I understand if I fail to execute the HAP contract and/or other required documents in the timeframe set by JHA, JHA may void approval of the tenant's authorization to move-in. Should the transaction be voided by JHA, I understand that no Housing Assistance Payment Contract will be executed, and no payment will be made by JHA.
12. I acknowledge that HAP is considered paid on the date the check is issued or electronic payments are transmitted.
13. I understand JHA is required to recoup HAP paid in error. If JHA determines the landlord is not entitled to HAP or any part of it, JHA, in addition to other remedies, may deduct the amount of the overpayment from any amounts due the landlord. This may be done by withholding payment(s) owed to me, including HAP for other tenants. Should there be no other valid Section 8 contracts, I acknowledge my responsibility to repay JHA upon receipt of an overpayment invoice. If for any reason JHA turns your debt over to a collection agency, the additional cost of the collection agency will be passed on to the landlord. The landlord will incur an additional cost not to exceed 50% of the entire or remaining debt.
14. I understand I must submit to the tenant for their consideration and to JHA for their review any new lease or lease revision a minimum of sixty (60) days in advance of the effective date of the lease revision.
15. I understand regulations require that a request for rent increase must be received by the JHA at least sixty (60) days prior to the rent increase taking effect. In order for the rent increase to become effective at the time of recertification, a request for the rent increase must be received by the JHA at least sixty (60) days prior to lease end.
16. I understand the tenant's portion of the contract rent is determined by JHA and that it is illegal to charge any additional amounts for rent or any other item not specified in the lease that has not been specifically approved by JHA. I certify I will not charge or accept additional money for rent from the assisted family, or any other public or private source. I understand that either requiring or accepting "side payments" for additional rent is grounds for disbarment by the JHA, possible criminal prosecution, and a debt owed by me to JHA.
17. I understand JHA may deny or terminate my participation in JHA programs if I have a history of being abusive towards JHA staff or program participants.
18. I acknowledge I am not a Jacksonville Housing Authority employee or an elected official of Duval County as of the date of this certification. I further acknowledge that I am not the spouse, parent, or child of a JHA employee or elected official of Duval County as of the date of this certification. I understand that no JHA employee shall enter into a contract or transact any

business in which he or a member of his immediate family has a financial interest (direct or indirect) with JHA or any person or agency acting for JHA and any such contract, agreement or business engagement entered in violation of this section shall render the transaction voidable.

19. I understand I may not assign the HAP Contract to a new owner without the prior written consent of JHA. I further understand my failure to timely notify JHA and/or any unauthorized transfer/assignment constitutes a breach of the HAP contract, which is then subject to immediate termination, recovery of any outstanding overpayments, or any other relief that may be sought against the owner by JHA and/or HUD.
20. I certify that as of the date of this Landlord Certification of Responsibility, the contract unit is not in foreclosure and the mortgage is in good standing. I understand that I must advise JHA and the tenant, in writing, within fifteen (15) days of being notified of a pending foreclosure of this property.
21. I understand my obligations as specified in the Housing Assistance Payments (HAP) Contract to perform necessary maintenance so the unit continues to comply with Housing Quality Standards throughout the assisted resident's tenancy.
22. I understand that should the assisted unit become vacant, I am responsible for notifying JHA immediately in writing. I also understand that the HAP Contract and payment will terminate immediately, and that I will be required to repay to JHA HAP paid for any month(s) paid after the family vacates the unit. If for any reason JHA turns your debt over to a collection agency, the additional cost of the collection agency will be passed on to the landlord. The landlord will incur an additional cost not to exceed 50% of the entire or remaining debt.
23. I understand I should attempt to resolve disputes with the tenant directly and should contact JHA, in writing, only in serious disputes that we are unable to resolve.
24. I understand I must comply with all state and local eviction procedures. Written notice specifying the grounds for termination of tenancy must be provided to the tenant and JHA, at or before the time that eviction is filed. Once the eviction is filed, written verification must be provided to the tenant and JHA.
25. I acknowledge I have the opportunity to attend the Property Owner/Manager Workshop to better understand the Section 8 program and process and, to ask any questions I may have. I understand my responsibility to know the Section 8 HCV Program requirements and that failure to abide by these requirements may result in the withholding, abatement, or termination of housing assistance payments for the contract unit or other units, and/or being barred from participating in JHA's housing programs.
26. I understand I must notify JHA immediately in writing of a change of address or a change of email address. Failure to do so may interrupt or delay vital correspondence that could affect the HAP.
27. I acknowledge I ____ have ____ have not as of the date of this certification been convicted of any drug-related criminal activity or any violent criminal activity or that an officer, director, or executive of the entity entering into a contract or receiving funding from JHA ____ has ____ has not as of the date of this affidavit been convicted of any drug-related criminal activity or any violent criminal activity. I further acknowledge that if I am, or an officer, director, or executive of the entity is, subsequently convicted of any drug-related criminal activity or any violent criminal activity, regardless of whether it is connected to a federal housing assistance program, JHA may terminate the HAP.
28. I understand if one or any of the previous certifications is found to be false, JHA will pursue repayment of any funds made for each month the authorized payment was made by taking all necessary and legal steps to collect these funds, including but not limited to filing a legal action against the owner. JHA's failure to initiate steps to recover HAP paid on previous certifications later found to be false does not waive any of JHA or HUD's rights to pursue repayment of the funds under the HAP. If for any reason JHA turns your debt over to a collection agency, the additional cost of the collection agency will be passed on to the landlord. The landlord will incur an additional cost not to exceed 50% of the entire or remaining debt.

29. I understand as the owner or the legally designated agent, I am responsible to comply with VAWA 2013 (Violence Against Women Act) as applicable to HUD covered housing programs. For more information, review Part C of Housing Assistance Payments (HAP) Contract: Tenancy Addendum, section 8 Termination of Tenancy by Owner, part e. Protections for Victims of Abuse.
30. I understand that knowingly supplying false, incomplete, or inaccurate information is punishable under federal and/or state criminal law.

SECTION XIV – UTILITY ALLOWANCE

The same utility allowance schedule is used for all programs. The housing authority will review the Utility Allowance Schedule on an annual basis. If a revision is needed, based on methods required by HUD, the schedule will be revised.

Approved Utility Allowance Schedule(s) will be given to families along with their voucher. The same schedule will be used by the housing authority to record the actual allowance for the unit the family selects if there are resident-paid utilities.

If an adjustment to the utility schedule is necessary, corresponding adjustments to rents will be made on the next annual reexamination following the change in UA chart. They will be effective on the annual reexamination date (not retroactive to the change date).

1. Utility Reimbursement

Where the utility allowance exceeds the Total Tenant Payment of the family, the housing authority will provide a Utility Reimbursement Payment to the family each month. Utility reimbursement will initially be issued by the JHA in the form of a check. Thereafter, utility reimbursement will be issued through a Visa prepaid check card.

SECTION XV – ANNUAL ACTIVITIES

There are activities the housing authority conducts on an annual basis:

- Annual Recertification of Income
- Annual Housing Quality Standards Inspection
- Contract Rent Increase to Owner

The housing authority maintains a listing of units under contract by month to ensure systematic reviews of contract rent, allowances for utilities, housing quality inspection, and other services in accordance with the requirement for annual reexamination.

A. Annual Recertification

1. Annually

Reexamination shall be made by the housing authority at least annually and the appropriate determination shall be made by the housing authority of the amount of Total Tenant Payment and the amount of the Housing Assistance Payment all in accordance with the schedule and criteria established by HUD.

Reexamination Notice to the Family: The housing authority will maintain a reexamination tracking system and at least ninety to one hundred twenty (90 to 120) days in advance of the scheduled annual reexamination date, the head of household will be notified by mail that he/she is required to attend a reexamination interview.

A Personal Declaration Form will be mailed to the family. The family will be instructed to fill out the form and to bring it to the interview, along with any other requested documentation. All adult members of the household must sign the Personal Declaration Form.

The resident must keep all appointments scheduled with the Section 8 office unless rescheduled or canceled in advance with agency approval. Failure to keep two scheduled appointments will be grounds for termination.

2. Internal Revenue Service

- If JHA discovers a discrepancy between income listed on the IRS tax return and that reported to JHA by the family, and the resulting debt exceeds an in-house debt repayment agreement amount of \$2,000, or is a second offense, JHA will send a termination notice to the client stating the reason for termination, and allow the client to file a grievance/hearing within 10 business days. If the client feels this debt is not accurate due to errors on the tax return, the client may file an IRS amendment and submit proof thereof within 10 business days of the date of the termination notice letter.
- If JHA discovers a discrepancy between income listed on the IRS tax return and that reported to JHA by the family, and the debt does not exceed an in-house debt repayment agreement amount of \$2,000, and is a first time offense, JHA will send an appointment letter to the client to come in and sign a repayment agreement. If the client feels this debt is not accurate due to errors on the tax return, the client may file an IRS amendment within 10 business days upon written notification in lieu of a repayment agreement. If the client does not sign a repayment agreement or file the amendment within the written time specified, JHA will proceed with the termination policy based upon non-payment of the debt.
- At management discretion, the time to file an IRS amendment may be extended to 15 business days in case the client runs into any issues while attempting to file the amendment. Thereafter,

the JHA will proceed with the termination policy and the client may exercise their right to a grievance/hearing.

If the client decides to file an amendment, then the following outcomes apply:

- If the client chooses to amend the tax return at our local IRS agency and that documentation is stamped in by the IRS office as received on a specific date, JHA will temporarily accept this as sufficient documentation pending the final accepted or denied amended return notice issued by the IRS within 10 days of the date the letter was issued by the IRS. Upon review of this documentation and verifying that this documentation matches income and family composition reported to JHA, JHA will reverse the debt and/or termination. If a discrepancy still exists, JHA will continue with its investigation.
- If the client chooses to mail off the amended tax return, a copy of that amended tax return will temporarily suffice as “pending investigation” until the client receives some sort of documentation that the IRS has accepted or denied the client’s amendment. The IRS notice letter (approved or denied) must be received within 10 days of the date the letter was issued. An example of that documentation can be the IRS repayment agreement, but is not necessarily limited to that type of documentation. (Note: The IRS typically has a 30-90 day turnaround time.)
- If at any time JHA feels that the documentation has been tampered with, JHA may request further documentation within a timely manner and place the case in a “pending investigation” status. This option must be approved by upper management before taking further action.
- If the IRS denies the first amended return, the client will be allowed one more opportunity to file another amendment within 10 business days following the date of the denial letter from the IRS. If the client does not file a second amendment or the second amendment gets denied, JHA will send a new termination notice to the client and the debt will remain.
- If the IRS accepts the amended return, JHA will review the amended return.
 - If JHA verifies that no discrepancies exist then JHA will reverse the debt and cancel the termination.
 - If JHA determines that a discrepancy still exists on the amended return, JHA will proceed with the calculation of a fraud debt, termination, and/or possible State Attorney Office referral.

In all cases of alleged identity theft, an IRS Identify Theft Affidavit Form 14039 that is stamped as received **by the IRS** is required for all IRS fraud claims. JHA also considers the case “open/under investigation” until the IRS has finalized the case and sent out an amended tax return(s).

- We are suggesting a police report be filed with a local, state, or federal law enforcement agency. Typically, our clients will go to our local police department. The JHA will, however accept documentation from other sources to substantiate the case of identity theft: State Attorney General, the FBI, the U.S. Secret Service, the Federal Trade Commission (FTC Identity Theft), or the U.S. Postal Inspection Service.

The client will need to contact the IRS Identity Protection Specialized Unit (IPSU) at 1-800-908-4490. The IPSU’s hours are 8:00 am to 8:00 pm.

- If the identity theft was on the EIV as **wages**, he or she should contact the employer directly in writing to dispute the employment and/or wage information and request that the employer correct erroneous information. The client must provide JHA with a copy of his or her letter to the employer disputing the wages. If employer resolution is not possible, the program participant should contact the local State Workforce Agency (SWA) for assistance. The case is

still considered “open/under investigation” with the JHA until the SWA updates their information and provides us with proof.

To report fraud, the client will need to write a letter describing the allegations to:

Workforce Florida, Inc.

ATTN: Executive Vice President of Operations

1580 Waldo Palmer Lane, Suite 1

Tallahassee, FL 32308

850-921-1119 main; 850-921-1101 fax; <http://www.workforceflorida.com/ContactUs/ContactUs.php>

3. Verification of Information Provided

Eligibility for continued participation in the Section 8 Program shall be verified as described in Sections II, III, V, VI, VII, XVI, XX, XIX, and XXI.

4. Changes in Resident Rent

When the information is analyzed, all necessary documents are prepared and signed by the resident, and when all other requirements have been met, the housing authority will recalculate the resident’s portion of rent.

The housing authority will notify both the owner and resident of its determination of the new rent to be paid by the resident and new Housing Assistance Payment to be paid by the housing authority.

If there is a rent increase, the new rent portion will go into effect following a full twenty (20) day notice prior to the first of the month.

- a. A participant is allowed to have an income change for a period of up to fifty-nine (59) days before a payment change is effective. The change will be verified and a computer notation made.
- b. If more than sixty (60) days have passed since an effective date of change, and there is not sufficient time before check run to give property manager proper notice, the changes will become effective the following month and the participant will be required to sign a repayment agreement.

If there is a rent decrease, it will be effective the first day of the month following the date the change was reported. The housing authority may initiate such reductions on a provisional basis prior to completion of verification to prevent undue hardship to the family.

1. Failure of an assisted family to provide information or cooperate in providing information for the housing authority required annual reexamination is a ground for termination of assistance.

Any family member age 18 or older who reports having no income of any sort will be required to self-certify his or her zero-income status. The zero-income form must be notarized if it is not completed in front of JHA staff.

2. A family’s eligibility for housing assistance continues until the amount payable by the family has totaled the gross rent or total tenant payment has equaled the gross rent for the dwelling unit it occupies for a six (6) month period.

B. Housing Quality Inspections

General Policy

The housing authority will conduct an inspection using the Housing Quality Standards and Jacksonville Housing Safety Codes at least biennially. Comparable data shall be obtained for all inspections. The JHA may cancel contracts if there is insufficient funding to support the obligations.

The owner will be given time to correct the failed items. There are two (2) guidelines to use:

- a. If the item endangers the family's health or safety, such as electrical shortages, lack of hot water or heat (when needed), the violation must be taken care of within twenty-four (24) to forty-eight (48) hours.
- b. For less serious failures, the owner will be given thirty (30) days to correct the item(s). Longer time allowance may be made on a case-by-case basis while the HAP payment is in abatement.

1. Family Responsibilities Regarding Housing Quality Inspections

The family will be responsible for breach of HQS that is caused by any of the following:

- Failure to pay resident-required utilities
- Failure to provide and maintain resident-supplied appliances
- Any member of household or guest damages to the unit or premises
- If resident tenant breach is life-threatening, the family must correct the violation within no more than twenty-four (24) to forty-eight (48) hours
- Other family caused defects must be corrected within no more than thirty (30) days
- If family caused breach, the housing authority must take action to enforce family obligations. The housing authority may terminate assistance to the family (giving the family and owner a thirty (30) day notice) if the family fails to correct the violations within the specified time

2. Rent Increase to Owner

Voucher Program owners must request a rent increase in writing. The increase must be requested at least sixty (60) days prior to the anniversary date of the contract. Rent increases to owners are to be effective on or after the anniversary date of the HAP Contract, but shall not exceed the annual adjustment factor (AAF) as published by HUD.

The housing authority will certify and document on all inspections that the approved rent:

- Does not exceed rents charged by the owner for comparable unassisted units in the private market
- Is reasonable in relation to rents charged by other owners for comparable units in the private market, by providing comparables
- Rent increase request does not exceed the applicable Annual Adjustment Factor as published by HUD (where applicable)

The housing authority can decrease the rent amount if a rent reasonableness study shows that the unit is not at the appropriate value, supported by comparables.

SECTION XVI – INTERIM RECERTIFICATION

A. Required Changes to Report

Total Tenant Payment and Tenant Rent will remain in effect for the period between regularly scheduled reexaminations:

1. The resident must report all changes in the household composition, within ten (10) business days.
2. The resident must report any of the following changes which may result in a decrease in the resident's rent:
 - a. Decrease in income
 - b. Increase in allowances or deductions
3. The family must report all increases in income, within ten (10) business days. However, the housing counselor will not make a payment change unless the increase in income is \$100 or more per month.

To report a change in family composition or income, the family must complete a Notification of Change form. The housing counselor will secure third party verification of the change. Changes resulting in decreased rent will be processed to become effective the first of the month following the date change was reported. Increases will be effective the first of the month after a twenty (20) day written notice has been given.

B. Other Interim Reporting Requirements

- Any family in which no household member reports having any income of any sort will be required to attend zero-income recertification appointments every ninety (90) days. All family members age eighteen (18) years of age or older must attend each zero-income appointment. Food Stamp benefits that are received by the family must be reported but do not affect zero-income status. If no income is reported, JHA will use the actual utilities billed as income (not limited to water, gas, electric, etc.).
- For families whose annual income cannot be projected with any reasonable degree of accuracy, interim examination shall be reviewed at least every ninety (90) days.
- For families where an error was made at admission or reexamination (family will not be charged retroactively for error made by housing authority personnel), an interim examination will be processed, allowing a twenty (20) day notice to the owner and family.
- IRS request for the past three (3) years for zero income adults or persons claiming self-employment. It is up to the JHA's discretion if IRS transcripts are necessary.

SECTION XVII – TIMELY REPORTING OF INFORMATION

All verification procedures shall be utilized as discussed in this document.

A. Notification of Changes

Written correspondence to participants as well as owners/managers will be mailed by regular first class mail through the United States Postal Service and will be assumed as delivered. (Special circumstances may be necessary to occasionally mail certified.) All participant correspondence, which is mailed including utility reimbursement checks, but not limited to, will be sent directly to the assisted address only and not a post office box.

Some correspondence may be hand-delivered or picked up from our office, but only in an *extremely unusual circumstance*, will a utility reimbursement check or an owner check be permitted to be picked up.

Hand-delivered and mail delivered from the United States Postal Service to the housing authority is date stamped and recorded then delivered to the addressee on a daily basis. Faxed mail is routed to the addressee upon receipt.

B. Procedures When the Change is Reported in a Timely Manner

The housing authority will notify the family and the owner of any change in the Housing Assistance Payment to be effective according to the following:

- The family and owner will be given a twenty (20) day notice for a rent increase change.
- Decreases in the resident rent are effective the first of the month after the facts have been verified.

Third party verification is made of all reported changes.

C. Procedures When the Change is Not Reported in a Timely Manner

All changes in family income or composition must be reported in writing to the JHA within ten (10) business days. Failure to report the changes within the ten (10) day period will result in the termination of the assistance. (See Section XX – Denial or Termination of Assistance to the Family by JHA & XXI Repayment Agreements and Collection Policy).

If the participant, while in the Section 8 program, fails to report changes for a second time, regardless of amount, will be terminated and given the opportunity for a hearing.

If the family does not report the change by the end of the month in which the change occurred (given the ten (10) business days required to report), the family will be determined to have caused an unreasonable delay in the interim reexamination processing.

- Decreased Resident Rent: The change will be effective on the first month following verification of the reported change.

If the participant does not come in during the month the change occurred and comes in at the beginning of the following month, the decrease cannot be retroactive to the first of the month since the decrease was not timely reported.

D. Changes in Family Composition

Change in family unit size during the HAP contract term. Irrespective of any increase or decrease in the payment standard amount, if the family unit size increases or decreases during the HAP contract term, the new family unit size must be used to determine the payment standard amount for the family beginning at the family's first regular reexamination following the change in family unit size in accordance with CFR 982.505 (5). All changes in family composition must be reported within ten (10) business days of its occurrence.

If change in family composition that reduced the bedroom size is not reported in a timely manner, the family may be required to sign a repayment agreement for funds expended in excess of that allowed for a proper bedroom size.

All new household members, except for newborns born to a member of the household, will be screened by the Applications Department. JHA will conduct local and/or national police checks on requested household member(s) to the extent allowable by Florida Law. Additional screening may be conducted on credit, eviction, and EIV verification of previous debt to JHA or other PHAs. A NCIC check will be conducted on any additional household member request, prior to approval. If adding an adult member will create an overhoused unit, the additional adult member will be denied.

Participants adding new household members under the age of 18 must submit legal custody papers if it is not a blood relative (power of attorney is not acceptable) or documentation of relationship if it is a blood relative.

Family members age 18 and older who move from the dwelling unit to establish new households shall be removed from the lease and household. Tenant must notify the JHA of the move-out within ten (10) business days of this occurrence. These individuals may not be readmitted to the unit if an additional bedroom will be needed due to overcrowding. The JHA will encourage this relative to apply as a new applicant for a placement on the waitlist. Medical hardship or extenuating circumstances will be considered by the JHA in making exceptions under this paragraph.

SECTION XVIII – HOUSING QUALITY STANDARDS COMPLAINTS

A. General Policy

The housing authority will conduct an inspection using Housing Quality Standards and the Jacksonville Housing Safety Codes at least biennially.

If the resident complains that the unit does not meet HQS, we will:

- a) Request a statement in writing from the resident to the landlord; copy to the agency
- b) Contact the landlord giving them an opportunity to correct the deficiency - serious health or safety violations must be corrected within twenty-four (24) to forty-eight (48) hours; other violations may be given up to thirty (30) days to correct;
- c) Follow up with resident; if deficiency is not corrected, audit inspection will be requested

During the inspection, items that the resident has cited will be inspected; if other fail items are noted during the inspection those items must also be brought in to compliance.

Owner complaints of damages caused by the resident should be resolved by them through the recourse set forth in the lease, including eviction. The housing staff may be asked to counsel with the resident to reinforce owner actions.

B. HAP Contract Termination

If the owner fails to correct the items cited within the deadline given, the housing authority may issue the owner an extension of up to an additional thirty (30) days (except in matters of health or safety issues). Rent will be abated after the first deadline. If the owner fails to complete repairs within the final deadline given, the housing authority may terminate the contract.

If repairs are completed before the effective termination date, the termination can be rescinded if the resident and owner choose to do so. The agreement must be made in writing and submitted to the housing authority.

SECTION XIX – TERMINATION AND FAMILY MOVES WITH CONTINUED ASSISTANCE

A. Family Moves

The housing authority will not issue a new housing voucher, nor honor a Request for Tenancy Approval until the resident has occupied the unit for twelve (12) months. If the family has violated any terms of the certificate or voucher or owes the housing authority money that is not being paid as agreed, a new voucher will not be issued.

If the family does not locate a new dwelling unit to move to, as long as they have approval from their owner (or a mutual rescission is voided), they may continue to reside where they currently reside. In such case, continued payment to the owner would be determined by status of inspection and/or anniversary date of lease.

B. Family Notice to Move

Families are required to give notice to vacate to the owner, which must be in compliance with the lease. JHA requires thirty (30) days' notice to vacate. Briefing sessions emphasize the family's responsibility to give the owner and housing authority proper written notice of any intent to move. The family must provide the housing authority with written notice prior to vacating the unit.

C. Evictions

The owner shall not evict a family unless the owner complies with the requirements of local and state laws. If an eviction is upheld by the courts, assistance will be terminated for committing a serious lease violation.

When a family receives notice of eviction, they may request a voucher to move. The housing authority will not hold up that request pending outcome of the court eviction. However, the process for a move is followed as usual, including the required 'Moving in Compliance' form completed by the owner.

D. Owner Notice to Move

Owner may only give residents notice according to the Lease or HAP Contract Addendum provisions and state or local law.

SECTION XX – DENIAL OR TERMINATION OF ASSISTANCE TO THE FAMILY BY JHA

24 CFR 982.552

The Housing Authority may at any time terminate program assistance to a participant if:

- A. If the family violates any family obligations under the program (24 CFR 982.551) because of any of the actions or inactions by the household:
 1. The family must supply any information that the JHA or HUD determines is necessary in the administration of the program, including submission of required evidence of citizenship or eligible immigration status. "Information" includes any requested certification, release or other documentation.
 2. The family must supply any information requested by the JHA or HUD for use in a regularly scheduled reexamination or interim reexamination of the family income and composition in accordance with HUD requirements.
 3. The family must disclose and verify social security numbers as provided by part 5, subpart B of the title and must sign and submit consent forms for obtaining information in accordance with part 5, subpart B, of this title.
 4. All information supplied by the family must be true and complete.
 5. The family is responsible for an HQS breach caused by the family as described in 982.404(b).
 6. The family must allow the JHA to inspect the unit at reasonable times and after reasonable notice.
 7. The family may not commit any serious or repeated violation of the lease.
 8. The family must notify the owner in writing and at the same time, provide a copy of the notice to the JHA before the family moves out of the unit or terminates the lease on notice to the owner.
 9. The family must promptly give the JHA a copy of the any owner eviction notice.
 10. The family must use the assisted unit for residency by the family. The unit must be the family's only residence.
 11. The composition of the assisted family residing in the unit must be approved by the JHA. The family must promptly inform the JHA of the birth, adoption or court-awarded custody of a child. The family must request JHA approval to add any other family member as an occupant of the unit.
 12. The family must promptly notify the JHA if any family member no longer resides in the unit.
 13. If the JHA has given approval, a foster child or live-in aide may reside in the unit. If the family does not request approval, or JHA approval is denied, the family may not allow a foster child or live-in aide to reside with the assisted family.
 14. Members of the household may engage in legal profit-making activities in the unit, but only if such activities are incidental to primary use of the unit as a residence by members of the family.
 15. The family must not sublease or sublet the unit.
 16. The family must not assign the lease or transfer the unit.
 17. The family must supply any information or certification requested by the JHA to verify that the family is living in the unit, or relating to family absence from the unit, including any JHA requested information or certification on the purposes of family absences. The family must cooperate with the JHA for this purpose. The family must promptly notify the JHA of absence from the unit.
 18. The family must not own or have any interest in the unit.
 19. The members of the family must not commit fraud, bribery or any other corrupt or criminal act in connection with the programs.
 20. The members of the household may not engage in drug-related criminal activity or violent criminal activity or other criminal activity that threatens the health, safety or right to

peaceful enjoyment of the other residents and persons residing in the immediate vicinity of the premises (see 24 CFR 982.553).

21. The members of the household must not abuse alcohol in a way that threatens the health, safety or right to peaceful enjoyment of the other residents and persons residing in the immediate vicinity of the premises.
 22. An assisted family, or members of the family, may not receive Section 8 tenant based assistance while receiving another housing subsidy, for the same unit or for a different unit, under any duplicative (as determined by HUD or in accordance with HUD requirements) federal, state or local housing assistance program.
 23. Students enrolled in an institution of higher education must report to JHA within ten (10) business days any enrollment status changes i.e., full-time to part-time.
- B. The JHA also has added the following additional Family Obligations which may result in termination of family assistance due to any action or inaction of the household:
1. If the failure to report the change causes the housing authority to over pay housing subsidy on behalf of the client in excess of five hundred dollars (\$500.00), the family's Section 8 assistance shall be terminated and the family will be given the opportunity for a hearing.
 - a. If for any reason, JHA turns your debt over to a collection agency, the additional cost of the collection agency will be passed on to the resident. After thirty (30) days, JHA reserves the right to send unpaid debts or debts without current repayment agreements to a collection agency. The resident will incur an additional cost not to exceed 50% of the entire or remaining debt, associated with the collection or pursuit of collection of the debt.
 2. If a family breaches a repayment agreement.
 3. Families whose Total Tenant Payment is sufficient to pay the full gross rent and 180 days have elapsed since the last HAP payment.
 4. If your utilities are cut off and not restored after a seventy-two (72) hour notice from the JHA, your unit is in violation of the Housing Quality Standards and your assistance may be terminated. If your utilities have been turned off for more than thirty (30) days, the unit will be assumed vacant/abandoned and assistance may be terminated.
 5. When a preponderance of evidence indicates violent criminal or drug related criminal activity by any family member or guest.
 6. If the family has engaged in or threatened abusive or violent behavior toward Housing Authority personnel.
 7. The JHA must deny assistance if any family member fails to meet the eligibility requirements concerning individuals enrolled at an institution of higher education as specified in the Student Rule 24 CFR 5.612.
 8. Have any household member who has ever been convicted of drug-related criminal activity for methamphetamine production on the premises of federally assisted housing is permanently barred from housing assistance. If any household member has been convicted of drug-related criminal activity for methamphetamine production anywhere other than federally assisted housing, they will be denied assistance for ten (10) years from the incarceration release date.

9. Have any household member who is or becomes subject to a lifetime registration requirement under any state or national sex offender or sex predator registration program. If any household member is or becomes subject to a less than lifetime registration requirement under any state or national sex offender and/or sex predator registration program, assistance may be terminated and they will be denied assistance for ten (10) years from the date of conviction. The JHA may notify residents of the registered sex offender.

If the housing authority refuses the resident continued assistance, the resident must be notified in writing and offered an opportunity for an informal hearing. The hearing would take place prior to the termination of assistance.

In the event the resident makes written hearing appeal requests, the agency may extend the HAP for an additional month to accommodate the hearing request schedule.

Whenever the housing authority terminates assistance to the family, the housing authority must give both the family and owner a full thirty (30) day written notice, which states:

- The reasons for the termination
- The effective date of the termination
- The family's right to request an informal hearing
- The household's responsibility to pay rent to the owner if it remains in occupancy.

24 CFR 982.552

For deceased single member households or a household where the remaining sole member is a live-in aide, the JHA is required to discontinue HAP effective at the end of the month in which the single member died (See Section XIII – Payment to Owner and Owner Responsibilities).

C. Termination for Drug Related or Criminal Activity

If it has been determined, that drug related or criminal activity is cause for termination of assistance and the family has requested a hearing, the Hearing Officer may consider the following to determine whether or not to reinstate the assistance:

- a) The family member who is responsible for the drug related or criminal offense can be removed from the household with assurances to the agency they will not be allowed to return. The remaining household members may continue to receive assistance. The agency may require documentation that the removed member is housed elsewhere (copy of lease, change of address notification, rehab residency, jail, etc.)
- b) If it is the head of household to be removed to allow continued assistance, the head may elect to give up rights to the assistance to leave it with the household as long as there is another adult family member in the household who was on the lease at the time of termination.
- c) If a guest or visitor to the household or premises is the offender, and the Hearing Officer determines the participant innocent of responsibility, notification will be made to the owner/manager and the participant file. A second circumstance involving guests or visitors will be cause for family termination with no further exception or consideration.

If a family member is removed from the household, and this causes a reduction in the family's bedroom size, PIH Notice 2010-51 states the family is not required to move from the unit. However, the payment standard must be reduced to the correct bedroom size at the next annual recertification.

SECTION XXI – REPAYMENT AGREEMENTS AND COLLECTION POLICY

A. Repayment Agreement for Families with Debts (Other Than Fraud/Unreported Income)

A Repayment Agreement, as used in this Plan, is a document entered into between the JHA and a person who owes a debt to the JHA. It is similar to a promissory note, but contains more details regarding the nature of the debt, the terms of repayment, any special provisions of the agreement and the remedies available to the JHA upon default of the agreement.

- The maximum amount for which the JHA will enter into a repayment agreement with a family is \$2,000.00. Any exceptions must be approved by the Operations Compliance Manager or Vice President of Section 8. Extraordinary circumstances shall be considered on a case-by-case basis.
- The maximum length of time the JHA will enter into a repayment agreement with a family is twelve (12) months.
- Calculation of the debt amount does not include imputed income, except for imputed TANF as per federal regulations, unless the exclusion of imputed income would result in an underpayment by JHA.
- Any exception to this policy must have approval from the Vice-President of Section 8, Director of Operations Compliance, or any level higher.
- If housing assistance is terminated, JHA may pursue collections through a collection agency on any defaulted repayment agreements, passing the collection fees on to the family.

Late Payments: A payment will be considered to be in arrears if the:

- Payment has not been received by the close of the business day on which the payment was due
- Due date is on a weekend or holiday the due date will be at the close of the next business day

If the family's repayment agreement is in arrears the JHA will:

- Require the family to pay the balance in full, or pursue civil collection of the balance due, passing the collection fees on to the family, and terminate the housing assistance.

If the family has requested to move to another unit (also known as optional move):

- If the family requests a move to another unit and has a repayment agreement in place, and the repayment agreement is not in arrears and payments have been paid on time as agreed, the family will be allowed to move.
- If the family requests a move to another unit and is in arrears on a repayment agreement or the monthly payment has not been paid on time as agreed, the family must pay the balance in full prior to moving.

Guidelines for Repayment Agreements

- Repayment Agreements will be executed between the JHA and the head of household only.
- Monthly payments may be decreased in cases of hardship with the prior notice of the family, verification of the hardship and the approval of the Vice-President of Section 8 or Director of Operations Compliance.

Additional Monies Owed: If the family has a Repayment Agreement in place and incurs an additional debt to the JHA:

- The JHA will not enter into more than one Repayment Agreement at time with the same family
- Additional amounts owed by the family may be added to the existing repayment agreement, unless the additional amount is due to fraud or unreported income. In which case, the family must pay all other debts in full before entering into a new repayment agreement due to fraud or unreported income.
- If a Repayment Agreement is in arrears more than 30 days, any new debts must be paid in full

B. Debts Due to Fraud/Non-Reporting of Income

HUD's definition of program fraud and abuse is a single act or pattern of actions that:
Constitutes false statement, omission, or concealment of a substantive fact, made with intent to deceive or mislead, and that results in an erroneous reduction in tenant rent.

Families who owe money to the JHA due to the family's failure to report income accurately, family composition, assets, or deductions will be required to repay in accordance with the guidelines in this Repayment Section of this Chapter.

Tenant Repayment Agreement

Tenants are required to reimburse the PHA if they were charged less rent than required by HUD's rent formula due to the tenant's underreporting or failure to report income. The tenant is required to reimburse the PHA for the difference between the tenant rent that should have been paid and the tenant rent that was charged. This rent underpayment is commonly referred to as retroactive rent. If the tenant refuses to enter into a repayment agreement or fails to make payments on an existing or new repayment agreement, the PHA must terminate the family's tenancy or assistance, or both. HUD does not authorize any PHA-sponsored amnesty or debt forgiveness programs. (PIH 2010-19)

All repayment agreements must be in writing, dated, signed by both the tenant and the PHA, include the total retroactive rent amount owed, amount of lump sum payment made at time of execution, if applicable, and the monthly repayment amount.

Repayment Procedures for Program Fraud

Families who commit program fraud or untimely reporting of increases in income and assets, deductions, or family composition changes will be subject to the following procedures:

- The maximum amount for which the JHA will enter into a repayment agreement with a family shall be \$2,000.00.
- The maximum length of time the JHA will enter into a repayment agreement with a family is twelve (12) months.
- Calculation of the debt amount does not include imputed income, except for imputed TANF as per federal regulations, unless the exclusion of imputed income would result in an underpayment by JHA.
- Any exception to this policy must have approval from the Vice-President of Section 8, Director of Operation Compliance, or any level higher.
- If a family owes an amount that equals or exceeds \$2,000.00 as a result of program fraud, the case may be referred to the Inspector General and the household will be terminated from Housing Assistance.
- Where appropriate, in accordance with state law, the JHA will refer the case for criminal prosecution with the State Attorney's Office.
- If tenancy is terminated, JHA may pursue collections through a collection agency on any defaulted repayment agreements, passing the collection fees on to the family.

Late Payments: A payment will be considered to be in arrears if the:

- Payment has not been received by the close of the business day on which the payment was due
- Due date is on a weekend or holiday the due date will be at the close of the next business day

If the family's repayment agreement is in arrears the JHA will:

- Require the family to pay the balance in full, or pursue civil collection of the balance due, passing the collection fees on to the family, and terminate the housing assistance.

If the family has requested to move to another unit (also known as optional move):

- If the family requests a move to another unit and has a repayment agreement in place, and the repayment agreement is not in arrears and payments have been paid on time as agreed, the family will be allowed to move.
- If the family requests a move to another unit and is in arrears on a repayment agreement or the monthly payment has not been paid on time as agreed, the family must pay the balance in full prior to moving.

Guidelines for Repayment Agreements

- Repayment Agreements will be executed between the JHA and the head of household only.
- Monthly payments may be decreased in cases of hardship with the prior notice of the family, verification of the hardship and the approval of the Vice-President of Section 8 or Director of Operations Compliance.

Additional Monies Owed: If the family has a Repayment Agreement in place and incurs an additional debt to the JHA:

- The JHA will not enter into more than one Repayment Agreement at time with the same family
- Additional amounts owed by the family may be added to the existing repayment agreement, unless the additional amount is due to fraud or unreported income. In which case, the family must pay all other debts in full before entering into a new repayment agreement due to fraud or unreported income.
- If a Repayment Agreement is in arrears more than 30 days, any new debts must be paid in full

C. Owner Debts to JHA

If the JHA determines that the owner has retained Housing Assistance Payments or Claim Payments the owner is not entitled to, the JHA may reclaim the amounts from future Housing Assistance Payments or Claim Payments owed to the owner for any units under contract.

If future Housing Assistance Payments or Claim Payments were insufficient to reclaim the amounts owed, the JHA may exercise any or all of the following:

- Require the owner to pay the amount in full within 30 days
- Pursue collections through a collection agency, passing the collection fees on to the owner
- Pursue collections through the local court system
- Restrict the owner from future participation

SECTION XXII – ANNUAL CONTRIBUTIONS CONTRACT OPERATING RESERVE ACCOUNT AND ADMINISTRATIVE FEE RESERVE ACCOUNT

An Annual Contributions Contract reserve account is established and maintained in accordance with HUD regulations.

The housing authority may only authorize payments from this account for:

- Housing Assistance Payments
- Allowable fees for housing authority costs of administering the Section 8 Assistance programs
- Other costs specifically authorized or approved by the HUD Field Office

The operating reserve account is credited with earned administrative fees that exceed expenditures for program administration during the fiscal year.

The Board of Directors shall approve any disbursements from the Administrative Fee Reserve Account.

SECTION XXIII – HEARING PROCEDURES

Also, see Section III Pre-application and Admission Process for informal review of applicant complaints.

A. Definitions

1. *Housing Authority* is defined as the Housing Assistance Division of the Jacksonville Housing Authority.
2. *Complainant* is defined as any participant/applicant whose rights, duties, welfare or status is or may be adversely affected by an agency action regarding denial, reduction or termination of assistance, and one who files a grievance or complaint with the agency with respect to housing authority denial, reduction or termination of assistance.
3. *Grievance or Complaint* is defined as any dispute with respect to an agency action or failure to act in accordance with the program requirements, or any agency action or failure to act involving interpretation or application of the program's regulations, policies or procedures as it relates to denial, reduction or termination of assistance.

B. Right to a Hearing

Upon filing a written request as provided herein, complainant shall be entitled to an informal hearing/review for the following:

1. Determination of the family's annual or adjusted income, and the use of such income to compute the housing assistance payment,
2. Determination of the appropriate utility allowance for tenant paid utilities,
3. Determination that the family is residing in a unit with a larger number of bedrooms, or the JHA's determination to deny the family's request for an exception to these standards,
4. Determination to terminate assistance for a participant family because of a family's action or inaction,
5. Determination to terminate assistance because the participant family has been absent in excess of the maximum period permitted by the JHA,
6. Determination to terminate assistance because breach of HQS caused by the family.

A hearing is not required:

1. Discretionary Administrative determinations by the JHA,
2. General policy issues or class grievances,
3. Establishment of JHA schedule of utility allowances for families in the program,
4. JHA determination not to provide an extension or suspension of a voucher term,
5. JHA determination not to approve a unit or tenancy,
6. JHA determination that an assisted unit is not in compliance with the HQS,
7. JHA determination that a unit is not in accordance with HQS because of the family size,
8. Determination by the JHA to exercise or not exercise any right or remedy against the Owner under the HAP contract.

C. Procedure Prior to a Hearing

1. Any grievance or complaint must be presented to the agency office so that the grievance may be informally discussed and settled without a hearing.

2. If the complainant is dissatisfied with the proposed disposition of his complaint, as stated in the official answer, he/she should submit the written request to the agency for a hearing. This written request must be received by the agency within ten (10) business days from the date of the agency action regarding denial, reduction or termination of assistance. The written request for a hearing must be date-stamped and filed in the appropriate agency office.
3. If the complainant does not request a hearing within the time period allowed in subsection above, he/she waives his/her right to the hearing, and the agency's proposed disposition of the grievance will become final.

D. The Hearing

1. The parties shall be entitled to a fair hearing before the Hearing Officer and may be represented by counsel or another person chosen as a representative.
2. The hearing shall be private unless complainant requests and the agency agree to a public hearing. This shall not be construed to limit the attendance of persons with a valid interest in the proceedings.
3. Complainant may examine before the hearing, and at his/her expense, copy all documents, records and regulations of the program that are relevant to the hearing.
4. If a complainant fails to appear at the hearing, the complainant has waived his/her right to the hearing.

E. Decision of the Hearing Officer

The Hearing Officer will base his determination solely on the preponderance of evidence presented at the hearing. The Hearing Officer may uphold the agency decision or reinstate a participant/applicant. The participant/applicant will be notified of the hearing officer's decision in writing within fourteen (14) days after the hearing. The hearing Officer's decision shall be final and binding on the agency except in matters in which the agency is not required to provide an opportunity for a hearing or if the agency has determined that the hearing officer has exceeded his authority.

SECTION XXIV – FRAUD INVESTIGATIONS

NOTE: Payments to owners/managers (and participant, where applicable) will continue during investigations.

Fraud

If a family fails to report an increase in income, the housing authority will determine the amount of money the family would have paid had the information been reported. If it is determined that there was intent to commit fraud, the family may be referred to the State Attorney's Office for prosecution and the assistance will be terminated after reasonable notice to the property manager and resident.

Abuse

If a family fails to report income within the ten (10) business day period, the housing authority will determine the amount of money the family would have paid had the information been reported in a timely manner. If the amount that has been over paid in subsidy is five hundred dollars (\$500.00) or less the family will be issued a letter of termination, which shall include the following language: debt of \$___ must be paid in full before the effective date of this action. If you fail to pay this debt, this termination shall proceed as stated. The JHA management may exercise the option for a repayment agreement for first time offense. If a repayment agreement is requested by the client, the JHA will take into consideration the amounts owed and the likelihood that the debtor will repay the debt before determining a repayment plan. The option to pay in order to avoid termination is only allowed once during participation on the program. Second offense, regardless of amount, will be terminated and given the opportunity for a hearing.

Examples of Abuse may include, but are not limited to the following:

1. Persons without a six (6) consecutive month period employment, becoming employed to increase the amount of the voucher, and then subsequently voluntarily quitting the employment, after the voucher is issued or the family is housed.
2. Obtaining affidavits of financial assistance within six (6) months prior to the issuance of the voucher, to increase the amount of the voucher, then after the voucher is issued, or the family is housed, the financial assistance stops.

Once the agency has determined whether failure to report income or other changes is considered fraud or abuse, the following policies will determine action:

1. All cases of suspected or reported fraud by program participants or owners/managers will be investigated by the housing authority staff as soon as possible upon discovery or notification. Suspected fraud cases reported to agency staff, whether by phone or in writing shall be investigated. An attempt will be made to secure written statements of fraud cases reported by telephone; however, whether or not the report is received in writing, it will be investigated by agency staff.
2. Records of all fraud investigations will be maintained in administrative files to be utilized by HAD staff and auditors. A memorandum to participant files stating general information will be placed in the appropriate participant file. Records of owner/manager fraud investigations will be maintained in the administrative files if more than one participant is involved.

IMPORTANT: The family will be given an opportunity for a hearing in accordance with federal HUD regulations and guidelines when agency decisions are made.

3. When a family is determined by the agency to have intentionally reported false income or other information necessary to determine the amount of rental assistance to be paid, the family will be terminated from the program at the earliest possible date and may be referred for prosecution. The termination date will give at least thirty (30) days notice to the property manager and the family.

In these instances where fraud has been determined, the family will be suspended from placing an application for a period not to exceed five (5) years. The family will also be required to make full restitution to the agency before they will be permitted to reapply.

4. If fraud investigations reveal that some type of civil action is warranted or if the case needs to be investigated beyond agency capabilities, the case will be forwarded to the appropriate investigative agencies.
 - a. In an effort to prevent both abuse and fraud, the families will be fully informed of their obligations and the result of their failure to follow program rules, verbally and in writing.

SECTION XXV – PROJECT BASED VOUCHERS

A. Voucher Use

In accordance with the current HUD Project Based Voucher (PBV) rules, the Jacksonville Housing Authority may entertain proposals from qualified developers/owners for assignment of vouchers under the Project Based Voucher program. The availability of these vouchers will be advertised in the Jacksonville newspaper of general circulation and applications for the vouchers used under the PBV will be accepted after thirty (30) days.

B. Ranking of Applications

All applications from developers/owners will be accepted for ranking by the JHA thirty (30) days after the date of publication of PBV availability. Each application will be ranked based on a point system set up as follows.

The tie breaker for any applications ranked equally will be how many units are rehabbed or made available for persons with disabilities and large families (four (4) or five (5) bedrooms) with the top ranked application that has the most of either or both of these units.

C. Project Based Voucher Program

Proposal ranking factors for rehabilitated or newly constructed units will be consistent with current HUD guidelines.

D. RAD

The agency is in the process of converting some Public Housing communities to project-based assistance under Rental Assistance Demonstration (RAD). Following conversion, residents of RAD Project-Based Voucher units will be subject to rules and regulations under 24 CFR §983 – Project-Based Voucher (PBV) Program and as apply in this Admin Plan, except for any rule or regulation waived or modified by HUD for the Rental Assistance Demonstration program.

SECTION XXVI – FAMILY UNIFICATION PROGRAM

The Family Unification Program is a program to promote family unification by providing rental assistance for families for whom the lack of adequate housing is a primary factor in the separation, or imminent separation of children from their families.

ELIGIBILITY – For a family to be eligible for the Family Unification Program (FUP), one of the following must apply:

- A. The Social Services Agency (to be announced) has certified the family for whom the lack of adequate housing is a primary factor in the imminent placement of the family's child, or children, in out-of-home care, or in the delay of discharge of a child, or children, to the family from out-of-home care; or
- B. The family is, or will be, involuntarily displaced from a housing unit because of:
 - 1. Actual or threatened violence against one or more family member(s) by a spouse or another member of the household; or
 - 2. Lives in a housing unit with such as individual who engages in such violence. The actual or threatened violence must have occurred recently or be of a continuing nature; or
- C. The family is living in substandard housing or is homeless; and
- D. The family is determined eligible for Section 8 Rental Assistance by the Housing Authority.

RESPONSIBILITIES

- A. **THE SOCIAL SERVICE AGENCY** – The (to be announced) is responsible under state or tribal law for determining that a child is at imminent risk of placement in out-of-home care or that a child in out-of-home care under the supervision of the public agency may be returned to his or her family.

The Social Services will:

- 1. Establish and implement a system to identify Family Unification eligible families within the agency's caseload and reviewing referrals from the Housing Authority.
- 2. Provide written certification to the Housing Authority that a family qualifies as a Family Unification eligible family;
- 3. Commit sufficient staff resources to ensure that Family Unification eligible families are identified and certified in a timely manner; and
- 4. Cooperate with the evaluation that HUD intends to conduct on the Family Unification Program, and submit a certification with the Housing Authority's application for Family Unification funding that the Social Services will agree to cooperate with and provide requested data to the HUD office having responsibility for program evaluation.
- 5. Make referrals to the Housing Authority of FUP eligible families on a regular basis.

B. HOUSING AUTHORITY

- 1. **START-UP WAITING LIST** – The Housing Authority will send a partial listing of the names of families on the waiting list to the Social Services Agency (to be announced) to determine if the families meet the Family Unification Program eligibility requirements described in B-2. The Housing Authority will continue to send a list of family names to the Social Services until all rental certificates have been exhausted. After the Social Services determines that the family meets FUP eligibility requirements, the family shall be placed on the FUP waiting list. After the waiting list has been exhausted and new applicants appear to be eligible for the FUP, the Housing Authority will refer the applicant to the Social Services to be screened for eligibility for the FUP.

2. **ELIGIBILITY** – The Housing Authority will determine if families referred by the Social Services are eligible for Section 8 rental assistance and will insure that they are or will be placed on the waiting list.
3. **SELECTION** – Selection for the FUP will be done based on the date and time of the FUP application submission and preferences (not the date and time of the Section 8 application). After it has been determined that the family is eligible for the Family Unification Program, a needs assessment will be conducted by the Program Coordinator to determine if the family needs any type of assistance (i.e., parenting classes, housekeeping techniques, budgeting classed, child care, adult education, vocational training, mental and physical health care, substance abuse testing and treatment, and family advocacy, etc.) to help keep the family together and to promote family self-sufficiency and get off public assistance.
4. **SERVICE PLAN** – For a family to participate in the Family Unification Program Service Plan will be established based on the results of the needs assessment. This plan will outline the services needed to assist the family. If it is determined that the family requires any of these social services, it will be highly recommended they attend classes and/or meetings to help achieve self-sufficiency. The family will be jointly monitored by the Housing Authority and Public Child Welfare Agency on a regular basis for compliance with the Service Plan.
5. **FAMILY SELF-SUFFICIENCY** – During the needs assessment process, the Program Coordinator will inform the family about the Family Self-Sufficiency (FSS) program.
 - a. If the family elects to participate in the FSS program, an action plan, which will be coordinated with the client and the Program Coordinating Committee establishing the goals for the client to achieve, will be incorporated into the service plan.
 - b. Once the family is enrolled in the FSS program, they will be monitored, as a minimum, on a quarterly basis for compliance with the FSS program. The purpose of the home visit is to:
 - (1) If it is determined the family is having any difficulties or problems, the Program Coordinator will make all attempts to assist the family overcome the difficulties.
 - (2) Ensure that the family is on the right track towards achieving their goals.
6. **MONITORING OF FAMILIES** – The families will be monitored for the term of the FSS Contract of Participation (up to five years).
7. **PROGRAM ADVISORY COMMITTEE (PAC)** – The Housing Authority currently has a Program Coordinating Committee for the FSS program which consists of local agencies. The Public Child Welfare Agency will be added to this committee to make up the PCC/PAC to reduce administration and costs.

TARGET POPULATION – The Social Services Agency – The (to be announced) and Housing Authority will try to target the following two populations for FUP consideration:

- A. Battered women and their children who have been displaced because of the battering situation and have not secured permanent, standard, replacement housing; and
- B. Families with children in placement who do not have permanent or adequate housing to which their children can be returned.

FUP WAITING LIST – A separate FUP waiting list will be maintained and subsidy will be issued without regard to bedroom size.

- A. Open Waiting List – The Housing Authority and Social Services have prepared a fact sheet that will be provided to all Section 8 applicants at the time they apply for Section 8. If an applicant believes that they are eligible for the FUP, then the burden is on the applicant to request a referral.

When a referral is received for the family, the family will be placed on both FUP list and the conventional Section 8 waiting list. Any new FUP applicant will be placed at the bottom of the FUP waiting list based on the date and time of their application is submitted. If found ineligible for the FUP, they will retain their place on the conventional Section 8 waiting list.

- B. Closed Waiting List – If the Section 8 waiting list is closed and has not been able to generate enough interest from eligible applicants on their current waiting list, the Housing Authority will be permitted to open a waiting list for the Family Unification eligible families only. In this case, the Housing Authority will advertise the opening of its FUP waiting list before accepting new applicants.

If these applicants are later found ineligible for the FUP they will be dropped from the waiting list because it was closed at the time they applied for the FUP.

SECTION XXVII – REASONABLE ACCOMODATIONS FOR PROGRAM ACCESS

Jacksonville Housing Authority is committed to making certain all citizens have equal opportunity for participation in housing programs. As such, the policies stated will be subordinate to a test of reasonable accommodation to comply with Section 504 of the Rehabilitation Act of 1973, the Fair Housing Act and the Americans with Disabilities Act. The provisions contained in JHA's Reasonable Accommodation Policy are incorporated herein by reference. Copies of this policy may be obtained upon request.

SECTION XXVIII– MISCELLANEOUS

In all cases, regulatory changes will supersede these policies. Where not indicated, the verification procedures are applicable to all Section 8 programs and applicant files.

SECTION XXIX– IMPLEMENTATION OF COST SAVING MEASURES DUE TO HAP SHORTFALL AS A RESULT OF CONGRESSIONAL APPROPRIATIONS ACTIONS

If the JHA experiences a shortfall in Housing Assistance Payments (HAP) funding as a result of Congressional action thru the Federal Appropriations process, the JHA may implement a series of procedures to ensure that the fiscal solvency of the JHA is maintained while minimizing the impact on participating families.

These procedures may include but not limited to:

- Implementing mass rent-reasonable redetermination
- Adjusting the Payment Standard
- Requesting HUD authority to adjust the percentage of income a family pays for rent
- Not absorbing Portability Clients from jurisdictions with higher payment standards

Rescinding vouchers for a number of families necessary to meet financial obligations of the Section 8 Program. In the event this option is implemented, priority will be given to senior and/or disabled households. Following this exemption, selection will be done by random lottery.

Terminating Vouchers

Should HUD provide insufficient funding to support Housing Assistance Contracts (HAP) under the JHA Housing Choice Voucher Program, JHA will immediately implement a plan to bring the expenditure for HAP agreements into compliance with available funds. The following methods will be used to decrease the number of families receiving assistance:

1. Do not enter into contract for turnover units.
2. If not replacing turnover units will not lower the expenditures to meet the funding limitations in a timely manner, JHA will terminate housing assistance contracts selected via a lottery as follows:
 - a. A lottery will be set to ensure fair and unbiased process in selecting Housing Assistance Payments to be terminated.
 - b. Current Housing Choice Voucher participants will be placed in a selection pool.
 - c. The elderly and disabled are exempt from the procedure for withdrawing vouchers for funding deficiencies.

Section XXX – Fair Housing and Nondiscrimination Policy

FAIR HOUSING AND NONDISCRIMINATION POLICY

The Jacksonville Housing Authority and its employees are committed to following the letter and spirit of the law by respecting the diversity and differences of our customers, and by providing equal service to all, without regard to race, color, religion, sex, disability, familial status, national origin, age, sexual orientation, gender identity, political beliefs, veteran status, or any other characteristic protected by law.

I. Discrimination

A. No person shall, on the basis of a person's actual or perceived identity with regard to race, color, religion, gender, age, marital or familial status, disability, sexual orientation, gender identity, political beliefs, national or ethnic origin, veteran status, or any other characteristics protected by law, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any housing program or activity or in any housing conditions or practices conducted by the Jacksonville Housing Authority.

B. The Jacksonville Housing Authority shall admit housing participants to JHA properties, without regard to a participant's actual or perceived identity with regard to race, color, religion, gender, age, marital or familial status, disability, sexual orientation, gender identity, political beliefs, national or ethnic origin, veteran status, or any other characteristic protected by law.

No qualified individual with a disability will be excluded, solely on the basis of disability, from participation in or the benefits of a program or activity administered by the Jacksonville Housing Authority. JHA will provide reasonable accommodations when appropriate.

Employees, clients, agents, vendors, and other non-employees who conduct business with the Jacksonville Housing Authority are strictly prohibited from engaging in discrimination or harassment prohibited by this policy.

II. Sexual Harassment or Other Forms of Harassment Prohibited

A. The Jacksonville Housing Authority forbids sexual harassment, or any other form of illegal harassment, of any employee, resident, volunteer or visitor. The Jacksonville Housing Authority will not tolerate sexual harassment, or any other form of illegal harassment by any of its employees, participants, volunteers, vendors, or agents.

B. Harassment can include abusive, threatening, or discourteous written, verbal, or physical behavior based upon sex, race, religion, disability, age, national origin, sexual orientation, gender identity, or any other characteristic protected by law.

Examples of the kinds of conduct that constitute sexual or other harassment in violation of this policy include the following:

- Demands for sexual favors
- Use of one's position or power to request sexual favors
- Jokes or teasing that are based upon sex, race, religion, disability, or other characteristic
- Repeated flirtations, advances, or propositions
- Graphic or degrading comments
- The display of sexually suggestive or offensive objects or pictures
- Unwanted physical contact

Reasonable Accommodations

The Jacksonville Housing Authority will make reasonable accommodations for individuals with disabilities (as defined by law) when necessary and appropriate to provide equal access to amenities, services, and programs. A reasonable accommodation may include an adjustment to rules or practices, or a reasonable modification to living space or common areas. Accommodations that impose an undue financial or administrative burden on the Jacksonville Housing Authority are not reasonable and will not be provided.

Applicants, residents, or other individuals requesting accommodations should contact your Housing Counselor or the program Vice President.

Procedures

If you have any questions or concerns regarding this Policy, you should contact the Human Resources Director at (904) 630-3868.

If you believe this Policy has been violated, you are encouraged to promptly notify JHA's Human Resources Director at (904) 630-3868 or bbrown@jaxha.org. Your concerns will be kept confidential to the extent possible, promptly investigated, and addressed as appropriate.

V. Retaliation Prohibited

The Jacksonville Housing Authority strictly prohibits any act of retaliation against an individual who, in good faith, files a complaint or reports a concern alleging a violation of this policy or against an individual who participates in an investigation of a violation of this policy.

Any concerns regarding retaliation should be reported immediately to your Housing Counselor, program Vice President, or Human Resources Director, as outlined above.

STANDARD PRACTICE

Number 108

Jacksonville Housing Authority

Effective: May 14, 2018

Page 1 of 2

SUBJECT: PUBLIC RECORDS LAW

This standard practice implements Policy Statement #007, entitled "Public Records Law" dated August 14, 1995.

Procedures:

1. The Manager of Executive Affairs shall receive all public records requests.
2. A copy of this Standard Practice may be given to anyone who is on the premises and has requested the right to review records that are readily available and may be sent to anyone making a written request.
3. Requests may be either oral or in writing.
4. There are over 600 exceptions and exemptions to the Public Records Law. Most deal with special and unique activities and records not involving the Authority Call Human Resources if in doubt about the validity of any request.
5. Requests must be specific concerning the files or documents a person wants to review. The Public Records Law does not authorize anyone to wander on the premises opening files at random. It also does not confer subpoena powers on anyone. Demands that documents be copied and delivered or sent to someone are improper.
6. Valid requests should be replied to as follows:

A conference room will be set aside for the individual or his designee where all the public records regarding the subject of the request may be examined. Copies will be made of those items that are specified. A custodian will be on hand to assist in locating the files to be reproduced and to make copies. Original files should be monitored and copied by the department in which they belong.

Office hours are from 8:00 a.m. to 5:00 p.m. Monday through Friday.

Charges are as follows:

- Custodian's time: \$15.50
 - Per paper copy: \$0.15 Letter \$0.20 Legal double sided \$0.25
 - Oversize large plans, drawings or prints: actual cost of duplication, as defined in section 119.07(1)(a) of the Florida Statutes.
 - Certified copies: \$1.00
 - Copies of Video: Standard thumb drive is 2 GB at a cost of \$4.00 each. Any requested video that is larger than 2 GB will be a special purchase and will be quoted at the time of the request.
 - Current Postage rate is applied
7. This policy does not preclude the distribution of courtesy copies at no charge to resident, employees (for personal reasons), employee representatives, or vendors.
8. This policy does not govern the pricing or distribution of bid plans and specifications.

Approved: _____



Fred McKinnies
President & CEO

Date: _____



Assignment of Responsibility: Management and Administration